



Request for City Council Action

Title:	Agreement for Services Between City of Page and The Chamber Page Lake Powell		
Meeting Date:	June 10 2015	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other	Action:	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	Administration	Supporting Documents:	Agreement Attachment A Financial Summary Chamber Letter
Prepared By:	City Manager	Presented By:	City Manager
Reviewed By:	City Manager	Approved By:	City Manager
Proposed Action:	Motion to authorize the City Manager to enter into an agreement for services with The Chamber Page Lake Powell.		

BACKGROUND: At the December 3, 2014 City Council Worksession, the City Council directed staff to work with the Chamber of Commerce to establish an agreement for services for Council consideration. The City Council approved the agreement in January 14, 2015 meeting. There is \$15,000 included in the FY 16 Budget to contract for services with the Chamber Page Lake Powell.

The agreement has been reviewed by the City Attorney; and agreed to by The Chamber Page Lake Powell Board of Directors (BOD).

During the budget discussions, Council inquired about whether our membership fee was included in the \$15,000 contract payment. The Executive Director has informed me the BOD discussed the inquiry and determined that the membership dues of \$2145 was not included in the \$15,000 contract payment (please see attached letter).

BUDGET IMPACT: There is \$15,000 included in the FY 16 Budget to contract for services with the Chamber Page Lake Powell. The budget impact is \$15,000 to Fund 42 Tourism and Promotion Fund; expense line item 42-486-9866 "Chamber of Commerce".

Staff has budgeted \$2145 to the General Fund, City Administration; expense line item 10-401-2804 Subscriptions/Memberships.

STAFF RECOMMENDATION:

- Move to authorize the City Manager to enter into an agreement for services with The Chamber Page Lake Powell.

Agreement for Services Between City of Page and The Chamber Page Lake Powell

THIS AGREEMENT, made by and between the City of Page, AZ, a Municipal Corporation, hereinafter termed the "City", and The Chamber Page Lake Powell, a non-profit corporation, hereinafter termed the "Chamber" for Fiscal Year 2015-16.

Recitals

- A. The Chamber Page Lake Powell shall receive \$15,000 for tourism, business development, community development, educational development, economic development, and event coordination as outlined in attachment A.
- B. The City and Chamber now enter into this agreement.

Purpose

The purpose of this agreement is to recognize that it is imperative to work together in order to maximize Page's economic potential, and provide business leadership representation to the City of Page by working closely with City representatives to ensure Chamber members involvement in programs, projects, and proposed policy, laws, ordinances which will impact the Page business community.

Required Reporting

Annually, at a timely City Council meeting, the Chamber shall present a report to the City summarizing the Chamber's past year's activities appropriate to this agreement and, to request a succeeding year financial allocation.

General Provisions

- A. Amount of contract. Subject to the terms and conditions in this agreement, the City agrees to provide funds in the amount specified above.
- B. Use of contract funds. The use of City funds is expressly limited to the objectives identified in this agreement.
- C. Unexpended funds. Any funds held by the Chamber remaining after the purpose for which the contract is awarded or this agreement is terminate shall be returned to the City within 30 day of completion or termination.
- D. Financial Records and Inspection. The Chamber will include in the annual report to the City a) copies of 501(c)(6) letter, IRS status and corporate bylaws; b) list of Board members, their occupations, and years on the Board; c) financial statements showing Previous year expenses and revenues; d) current and projected budgets (total organization and individual program's funded by this contract). Chamber report should show the relative share of City funds expended compared to overall project funds.
- E. Amendments. The terms of this agreement will not be waived, altered, modified, supplemented, or amended in any manner except by written instrument signed by the parties. Such written modification will be made a part of this agreement and subject to all other agreement provisions.

F. Notice and Representatives. All notices, certificates or communications shall be delivered or mailed to the parties at their respective place of business as set for below or at a place designated hereafter in writing by the parties.

City of Page
City Manager
P.O. BOX 1180
Page, AZ 86040

The Chamber Page Lake Powell
Executive Director
P.O. BOX 727
Page, AZ 86040

G. This Agreement supersedes and replaces all prior agreements or negotiations between the City and the Chamber.

H. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the day and year first written below.

CITY OF PAGE, AZ

THE CHAMBER PAGE LAKE POWELL

By _____
Mayor

By _____
Chamber President

By _____
City Manager

By _____
Chamber Executive Director

Date _____

Date _____

Approved to as Form:

By  _____
City Attorney

Date 6/4/15 _____

Attachment A

MEMORANDUM

DATE: June 1, 2015
TO: MAYOR & COUNCILMEMBERS
FROM: CHRIS PAHISSA-VAN MEENEN
SUBJECT: CHAMBER OF COMMERCE – SCOPE OF WORK

The Chamber Page/Lake Powell is active in Education, Business, Community, Economic and Tourism development to enhance and serve the City of Page and its residents.

TOURISM:

1. Tourist contact has increased with questions ranging from what to do in Page, medical care, road conditions, local accommodations, restaurants, car/boat repair, canyon tours, boat and jet rentals and many others.
2. Information – distribution of maps, tourist related brochures, business cards, relocation and general information. Mailed on a daily basis.
3. Chamber Web Site: links to Tourism, City of Page, Powell Museum, radio station, newspaper, business/members, tour groups and community resources. See attached Usage Summary to view number of hits on the website or Social Media Outlets, which is updated and managed by Chamber staff.
4. The Chamber is an active and contributing tourism outlet for businesses that operate in Page and the surrounding area by booking tours or providing additional resources.

BUSINESS DEVELOPMENT:

1. Monthly Mixers – average attendance between 40 to 60 people. Members meet to discuss/air opinions & concerns, network, become informed on issues impacting businesses and community.
2. Red Carpet Openings – advertises for new businesses as well as established businesses who change locations, remodel, expanded, etc.
3. Weekly E-Blasts – announces events around the area, new businesses, member information, member ads & specials, job postings, community issues.
4. Chamber Web Site – besides all the other links (see #3 under Tourism) a member's business website is linked and can be easily accessed through Chamber site.
5. Large Web Site Base – our website is and has been used to disseminate information to multiple agencies, businesses and community at one time. Ex: Hwy 89 collapse – City asked Chamber to help coordinate information, meetings and updates due to our broad web site. We are linked to members plus City, County, State agencies, Park Service, ADOT, etc. We also update on the website when there are road issues pertaining to traveling to and from Page
6. Membership Retention/Expansion Survey – survey sent to members asking opinions, requesting input to questions such as what issues affect business, ways to increase business, what would they like to see changed, etc. The survey determines the Strategic Plan for The Chamber Page/Lake Powell towards local government, tourism and business needs.

Attachment A

COMMUNITY DEVELOPMENT:

1. Circle of Page/Food Pantry – collection/drop off point for food donations, Chamber updates & maintains Circle of Page website and Social Media Outlets on an ongoing basis, Executive Director attends their meetings, Chamber prints posters for food drives plus advertise for them. A request was made by a City official to see if the Chamber could help this group of volunteers who run and staff this very important service to the community.
2. Backpack Friday – sending food home with children for the weekend so they have something nutritious to eat. Chamber does the same as listed above.
3. 9/11 Day of Service and Memorial in the Park – community approached Chamber for help and support in sponsoring this event which showcased vital support services available to residents of our community and surrounding area. Also a memorial to pay tribute and thank our military, police and fire personnel who protect and serve.

EDUCATIONAL DEVELOPMENT:

1. LYNDA Program – Chamber will have 2 computers, computer projector and software available to businesses for employee training. We are working with Coconino Community College to expand the program.
2. CCC Hospitality Program – working with CCC to bring classes to businesses and students in customer service. The Chamber has offered their boardroom free for “training” if needed during the week.
3. Scholarships to CCC – Chamber raises monies for scholarships so local students can continue their education.

ECONOMIC DEVELOPMENT: Many of the Chamber’s programs encompass more than one area.

1. LYNDA Program – through this program we help educate and train business personnel to create the best Labor Workforce available for the City of Page. When a business improves it is to the betterment of the whole community and tax base.
2. Customer Service Classes – CCC – training aimed at creating the best Labor Workforce available for the City of Page.
3. Business Information – Chamber answers questions received via phone, mail and email regarding new business ventures, procedures, questions, contacts, etc. and appropriate web site links are passed along.
4. Mixers – networking
5. Job Postings
6. Membership Retention/Expansion Survey
7. On-site Visits - personal interaction with businesses to determine issues, and advise ways for improvement.
8. Relocation Guide – these guides are given to businesses for distribution to tourists or whomever is looking for information and also included in packets mailed out by Chamber. Real Estate agents also include this guide in their mailings to prospective business contacts and people interested in moving to area.
9. Northern Arizona Alliance of Chambers – Chamber is a member of the NAAC which discuss ideas and issues that impact business, tourism and economic development for a larger group of residents.

Attachment A

EVENTS & PARTNERSHIPS:

1. 4th of July Parade and Park Activities – City requested the Chamber organize, host, staff and advertise for the event.
2. Best of Page Annual Banquet & Awards –
3. Judges Retreat – Judge D. Roberts requested Chambers assistance.
4. Veteran’s Day Parade – Chamber office used to collect and process parade applications plus advertise event.
5. Balloon Regatta Vendor Fair – sponsors, organizes, staffs vendor fair for over 60 vendors. There are many volunteer hours and paid staff hours used to complete this event.
6. Parade of Lights – Chamber collects parade applications in office and pays insurance for this event.
7. Holiday Home Tour & Santa’s Layover – these simultaneous events raise monies for the CCC Scholarship Fund given to a local student to continue their education.
8. Lake Powell Cruisers Car Show – assisting the Cruisers with vendors and advertising. This event brings in cars and participants from all over.

MISCELLANEOUS:

1. Events Calendar – Chamber maintains an up to date Calendar of Events where any and all events can be posted – do not need to be a member to list events.
2. Meeting Facility – Chamber Office available for meetings, training, etc.
3. Organizations – works in concert with various civic, government and private community organizations as requested.
4. Community and Business Referrals – through web site, emails, phone contact or office visits.
5. Membership- Current membership, 270 active members which is an increase of 22% in membership since December 2014.
6. Volunteers – collectively the Chamber Board & other helpers donate 2000+ hours a year so the events and programs offered for the betterment of the City and community can be carried out. These hours do not include Chamber staff hours, payroll, taxes, etc. which are all part of the process. The Chamber has become the “go to” for volunteers due to our large working board of 11 board members.
7. Expenses – the Chamber operates on funds received from membership dues plus funds from the City/Tourism. Donations and sponsorships from local businesses help defer costs of events and programs. We now do collect a commission for our tours we book.

The Chamber Page Lake Powell
Profit & Loss
 January through March 2015

	Jan - Mar 15
Ordinary Income/Expense	
Income	
Direct Public Support	
Donations from Corporations	885.00
Donations from Individ & Bus	25.00
Direct Public Support - Other	11,063.05
	11,973.05
Total Direct Public Support	11,973.05
Event Income	
Income-Best of Page Banquet	530.00
Income-Car Show	90.00
Income-Holiday Home Tour	92.00
Income-Other Fundraiser	500.00
Income-See's Candy Sales	118.00
	1,330.00
Total Event Income	1,330.00
Indirect Public Support	
City of Page-Government Contrib	7,500.00
	7,500.00
Total Indirect Public Support	7,500.00
Program Income	
Membership Dues	8,080.85
	8,080.85
Total Program Income	8,080.85
Refunds and Allowances	754.00
	754.00
Total Income	29,637.90
Gross Profit	29,637.90
Expense	
Business Expenses	1,929.63
Contract Services	
Accounting Fees	950.00
Outside Contract Services	323.54
	1,273.54
Total Contract Services	1,273.54
Event Expenses	
Balloon Regatta Vendor Fair Exp	1,562.37
Best of Page Expenses	670.00
	2,232.37
Total Event Expenses	2,232.37
Facilities and Equipment	
Equip Rental and Maintenance	177.69
Rent, Parking, Utilities	772.50
Facilities and Equipment - Other	3,384.05
	4,334.24
Total Facilities and Equipment	4,334.24
Meals & Entertainment	184.87
Moving Expense	187.50

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Accrual Basis

The Chamber Page Lake Powell
Profit & Loss
January through March 2015

	<u>Jan - Mar 15</u>
Operations	
Advertising	978.15
Bank Charges	121.31
Merchant/Credit Card Expense	1,498.81
Office Supplies	1,270.29
Postage, Mailing Service	143.32
Purchasing	25.80
Telephone, Telecommunications	768.37
Utilities	402.88
Website Maintenance	463.25
Total Operations	<u>5,672.18</u>
Other Types of Expenses	
Insurance - Liability, D and O	461.00
Other Costs	53.54
Other Types of Expenses - Other	164.44
Total Other Types of Expenses	<u>678.98</u>
Payroll Expenses	12,891.46
Rent	<u>2,266.00</u>
Total Expense	<u>31,650.77</u>
Net Ordinary Income	-2,012.87
Other Income/Expense	
Other Income	
Interest Income	0.97
Other Income	463.84
Total Other Income	<u>464.81</u>
Net Other Income	<u>464.81</u>
Net Income	<u><u>-1,548.06</u></u>

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06/02/15

Accrual Basis

The Chamber Page Lake Powell
Profit & Loss
 April through May 2015

	Apr - May 15
Ordinary Income/Expense	
Income	
Direct Public Support	18,521.60
Event Income	
Income-Best of Page Banquet	19,707.50
Income-Car Show	330.00
Event Income - Other	263.73
Total Event Income	20,301.23
Program Income	
Membership Dues	3,470.00
Program Income - Other	1,050.00
Total Program Income	4,520.00
Refunds and Allowances	-122.86
Sales Income	
Books Income	-52.79
Maps Income	15.00
Total Sales Income	-37.79
Tour Booking Income	444.50
Total Income	43,626.68
Gross Profit	43,626.68
Expense	
Contract Services	
Accounting Fees	505.00
Outside Contract Services	374.70
Total Contract Services	879.70
Event Expenses	
Balloon Regatta Vendor Fair Exp	156.77
Best of Page Expenses	
Event Insurance-Best of Page	5,631.40
Best of Page Expenses - Other	4,192.71
Total Best of Page Expenses	9,824.11
Other Fundraiser Expenses	1,050.00
Event Expenses - Other	420.51
Total Event Expenses	11,451.39
Meals & Entertainment	790.89
Moving Expense	3,510.38
Operations	
Advertising	712.99
Books, Subscriptions, Reference	23.88
Merchant/Credit Card Expense	77.62
Office Supplies	808.92
Postage, Mailing Service	182.55
Telephone, Telecommunications	354.59
Utilities	294.80
Website Maintenance	297.00
Total Operations	2,752.35

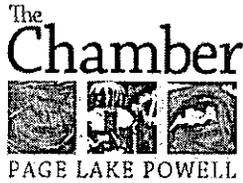
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Accrual Basis

The Chamber Page Lake Powell
Profit & Loss
April through May 2015

	<u>Apr - May 15</u>
Other Types of Expenses	
Insurance - Liability, D and O	388.91
Other Costs	-40.00
Other Types of Expenses - Other	0.00
Total Other Types of Expenses	<u>348.91</u>
Payroll Expenses	11,710.81
Rent	1,545.00
Uncategorized Expenses	1.00
Total Expense	<u>32,990.43</u>
Net Ordinary Income	10,636.25
Other Income/Expense	
Other Income	
Other Income	39.44
Total Other Income	<u>39.44</u>
Net Other Income	39.44
Net Income	<u><u>10,675.69</u></u>



**PAGE-LAKE POWELL
CHAMBER OF
COMMERCE**

"Business is good, and the Chamber is good for business"

City Council
City Manager

June 1, 2015

Reference: Membership dues for The Chamber Page Lake Powell 2015/16

During our Board meeting Wednesday May 13, 2015, the Board voted to not include the membership dues of \$2145.00 in the \$15,000.00 for the Memorandum of Understanding. The membership which originally was \$4500.00 includes many perks for the City of Page.

- Banner with logo and info on website
- Spot ad which permanently shows on the right side of web page
- Numerous links to various departments within your organization
- Listed as Sponsor for all our major events on our Standup Banner
- Corporate table for 8 to our Best of Page Event
- E-Blast to numerous department heads within the City of Page
- Logo on the left which enters people into your own website

As you can see, there is a lot we are able to do for the amount we are charging you.

In addition, The Chamber Page Lake Powell is successfully implementing our booking program for the members. This is giving lots of business to the Page businesses. We are currently booking for the following:

- Antelope Point Marina
- Lake Powell Resort
- Antelope Slot Canyon (Chief Tsosie's)
- Antelope Canyon (Carolene Eakis)
- Hummer Adventures
- Grand Staircase Discovery Tours
- Copper Cloud Ranch
- Adventurous Photo Tours
- Colorado River Discovery
- Lake Powell Paddleboards
- Grand Canyon Airlines & Helicopters

- Since March 2015 we have had 544 visitors or phone calls at The Chamber Page Lake Powell. The Chamber does not charge for entry so we feel this is helpful to the Tourist. We have had great feedback from the businesses on the work The Chamber is providing. Many tourists are calling from out of state booking over the phone and also locating us much easier with our new location.

We look forward to a better than ever year with the City of Page with continuing the Memorandum of Understanding for \$15,000 which has allowed us to provide great events to the Community. This year we did add the Page Lake Powell Cruisers to our venue to assist them with a very successful Vendor Fair which was held in May 2015.

If you should have any questions, please do not hesitate to contact me.

Judy A Franz
Executive Director
judy@pagechamber.com

P.O. Box 727 – 5 South Lake Powell Blvd Unit 3 – Page, AZ 86040
(928) 645-2741 – Fax (928) 645-3181
Email: chamber@pagechamber.com – www.pagechamber.com



THE CHAMBER AT PAGE LAKE POWELL

A "Horseshoe Bend" membership is an opportunity to take advantage of all the marketing and sponsorship that The Chamber participates in, all in one lump sum! It is our commitment to the Lake Powell area by showing support for the continued economic development and growth within the community.

In addition to receiving all of the benefits of a "Dam Basic" membership, premium sponsors are highlighted on our printed materials and the banners that we showcase at events sponsored by the The Chamber.

Premium sponsors also include advertising on the website, relocation guide and unlimited access to many services that the Chamber provides.

Annual Banquet	Relocation Guide	Event Sponsorship	July 4th	Balloon Regatta Vendor Fair	Holiday Home Tour	Website	Rotating Banner Ad	Spot Ad	Unlimited Job Posting	Weekly E-Blast
Horseshoe Bend Membership \$2,145.00	Included	Included	Logo	Logo	Logo	Included	Included	Included	Included	Upon Request
4 Tickets Included Non-Corporate Table	Included	Included	Mentioned	Mentioned	Mentioned	Included	Included	NO	Included	Upon Request
"Dam" Basic based on number of employees	NO	NO	NO	NO	NO	NO	NO	NO	NO	Upon Request

OTHER OPTIONS:
Banner Options are available on a rotating banner with the "Dam Basic" package for the following price:

3 months prepaid minimum	\$225.00
6 months prepaid 10% discount	\$405.00
12 month prepaid 15% discount	\$765.00

Premium Package:
You will receive a mini-website within our website. This website is google based with keywords for optimum search engine. It enables you to load photos, member offers and much more. The is an addition to the "Dam Basic Package". The cost is only \$75.00 per year.

THE CHAMBER PAGE LAKE POWELL WORKING FOR YOU

Your Chamber of Commerce is here to serve you in the following ways:

- **Civic Participation – We are present at City Council, and Tourism meetings to help keep you aware of “what’s going” in our City.**
- **Events Calendar – Listed on our Website www.pagechamber.com.**
- **Newsletter- Published monthly to keep you informed on subjects of interest to the business community.**
- **E-Blast – Sent out 2 times monthly with current events, new member listing, specials and updates from Chamber Board.**
- **Business Referral – Your company will be listed in our business referral and membership directory, under multiple categories when appropriate. The website is google based for the internet on the search engines.**
- **Monthly Calendar –We post all Events for the year from our members on our website.**
- **Facebook- Visit our page for updates on [TheChamberPageLakePowell](https://www.facebook.com/TheChamberPageLakePowell).**
- **Gateway Visitors Magazine – Membership directory listed in 2015 Magazine which is distributed in town and mailed out upon request.**
- **Brochure Rack- Maintained in the Chamber office to prominently display and distribute your company information.**
- **Website Listing – Your business will be listed on our website under “business directory”. Includes a link to your website or facebook.**
- **Monthly Mixer – An opportunity for you to meet other members of the business community to meet and talk within a social setting.**
- **Meeting Facility – Small meeting and conference table in our office for business or client meetings.**

~Business Networking Business~



Request for City Council Action

Title:	Minor General Plan Amendment		
Meeting Date:	June 10, 2015	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other	Action:	<input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	Planning and Zoning	Supporting Documents:	Maps/Traffic Study/Resolution 1147-15
Prepared By:	Kim Larson, City Clerk	Presented By:	Joe Estes & Robin Crowther
Reviewed By:	Joe Estes, City Attorney	Approved By:	Kim Johnson
Proposed Action:	Motion to introduce Resolution 1147-15 by title only Motion to adopt Resolution 1147-15		

BACKGROUND:

Larkspur Commons (“Larkspur”) is requesting a Minor General Plan Amendment (GPA 15-04) and a Zoning Amendment (ZON 15-04) to their property located on the west side of North Navajo, just south of 13th Avenue (Parcel Numbers 801-13-003 W; 801-13-003 Z). Parcel Number 801-13-003 Z currently consists of three different zoning classifications for the same parcel (Planned Development, Service Commercial, Multifamily Residential) and Parcel 801-13-003 W consists of two different zoning classifications for the same parcel (Planned Development and Multifamily Residential). Both parcels consist of approximately 9.29 acres.

During the adoption of the General Plan there was an oversight that resulted in these two parcels being classified with multiple zoning classifications. Larkspur is seeking to re-zone both Parcels to Planned Development, which would permit all the zoning classifications that are currently located on the parcels. In addition to the re-zoning, a Minor General Plan Amendment is necessary for Parcel 801-13-001 W to correct the oversights of the zoning classifications that occurred during the adoption of the General Plan. The adjacent properties are currently zoned Service Commercial, Multifamily Residential, Planned Development and Future Development. The properties across the street are zoned R-2 Residential.

Larkspur’s anticipated use of the Parcels include a hotel adjacent to the commercial zone, with a buffer of apartments to the northwest, followed by single family residential lots along the west rim portion of the Parcels and contained in the Future Development Site Plan attached hereto. Currently Larkspur could chose any of the various zoning classifications designated on the Parcels, which include the hotel, multifamily and single family uses proposed by Larkspur. However, staff recommended that Larkspur seek the zoning amendments and Minor General Plan Amendment as a housekeeping matter to avoid any confusion regarding the multiple zoning classifications of the Parcels.

The Planning and Zoning Commission held a public hearing on May 19, 2015, and the concerns raised by three residents included: loss of view of the cliffs as neighbors walk through the community, children walking to and from school, and additional traffic. Attached hereto is a traffic study provided by Larkspur showing that during peak periods and different times of the year that traffic will not be significantly impacted by the proposed uses and Larkspur remains open to suggestions and concerns from those in the community regarding this matter.

BUDGET IMPACT: N/A

ALTERNATIVES CONSIDERED: N/A

ADVISORY BOARD RECOMMENDATION: The Planning and Zoning Commission voted unanimously to recommend approval

STAFF RECOMMENDATION:

I move to introduce Resolution 1147-15 by title only

I move to adopt Resolution 1147-15

RESOLUTION NO. 1147-15

AN RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, APPROVING MINOR GENERAL PLAN AMENDMENT CASE NO. GPA 15-04 FOR PARCEL NO. 801-13-003W, GENERALLY LOCATED WEST OF NORTH NAVAJO DRIVE AND SOUTH OF 13TH AVENUE, CHANGING THE LAND USE DESIGNATION FROM DOWNTOWN BUSINESS TO HIGH DENSITY RESIDENTIAL.

WHEREAS, on May 19, 2015, the City of Page Planning and Zoning Commission unanimously recommended that the Mayor and Common Council approve Minor General Plan Amendment Case No. GPA 15-04 to provide for consistency concerning the designated land use for Parcel No. 801-13-003W with that of adjoin parcels located west of North Navajo Drive and South of 13th Avenue; and

WHEREAS, the proposed amendment changes the land use designation of approximately 3.76 acres of property from Downtown Business to High Density Residential.

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, as follows:

Minor General Plan Amendment Case No. GPA 15-04 amending the land use designation of Parcel No. 801-13-003W from Downtown Business to High Density Residential is approved and the City of Page General Plan 2006-2026 shall be updated accordingly.

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA this _____ day of _____, 2015, by the following vote:

Ayes _____
Nays _____
Abstentions _____
Absent _____

CITY OF PAGE

By _____
Mayor

Resolution No. 1147-15
Page 2

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

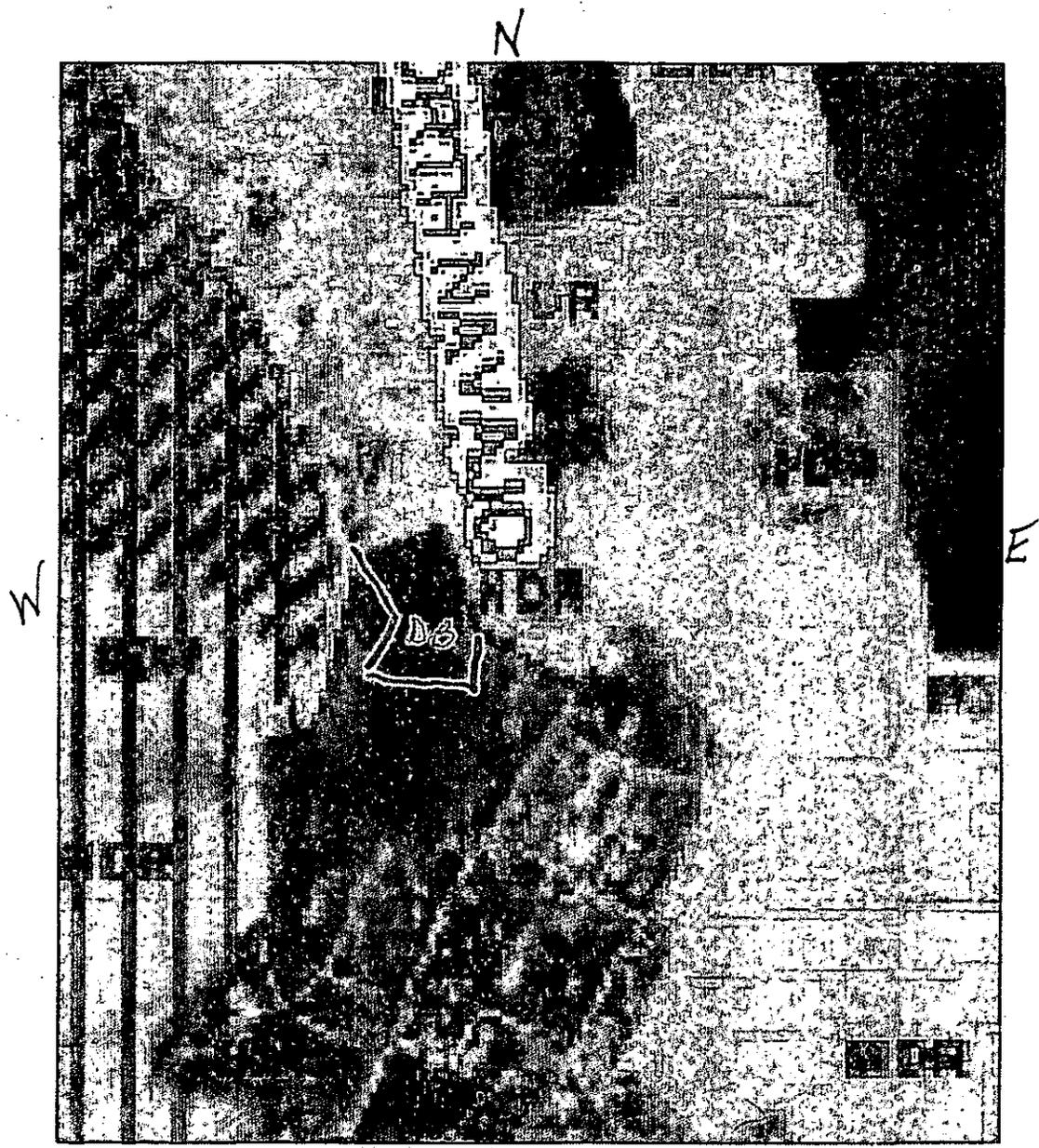


CITY ATTORNEY

Rezone both parcels to PD



S



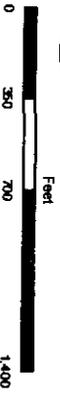
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Downtown Business to High Density Residential
DB HDR

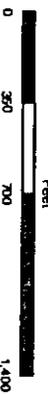


Coconino Parcel Map

June 3, 2015

THIS MAP WAS GENERATED BY THE COCONINO COUNTY WEB MAP APPLICATION. IT IS FOR GENERAL PURPOSES ONLY. NO WARRANTY OF ACCURACY IS GIVEN OR IMPLIED.





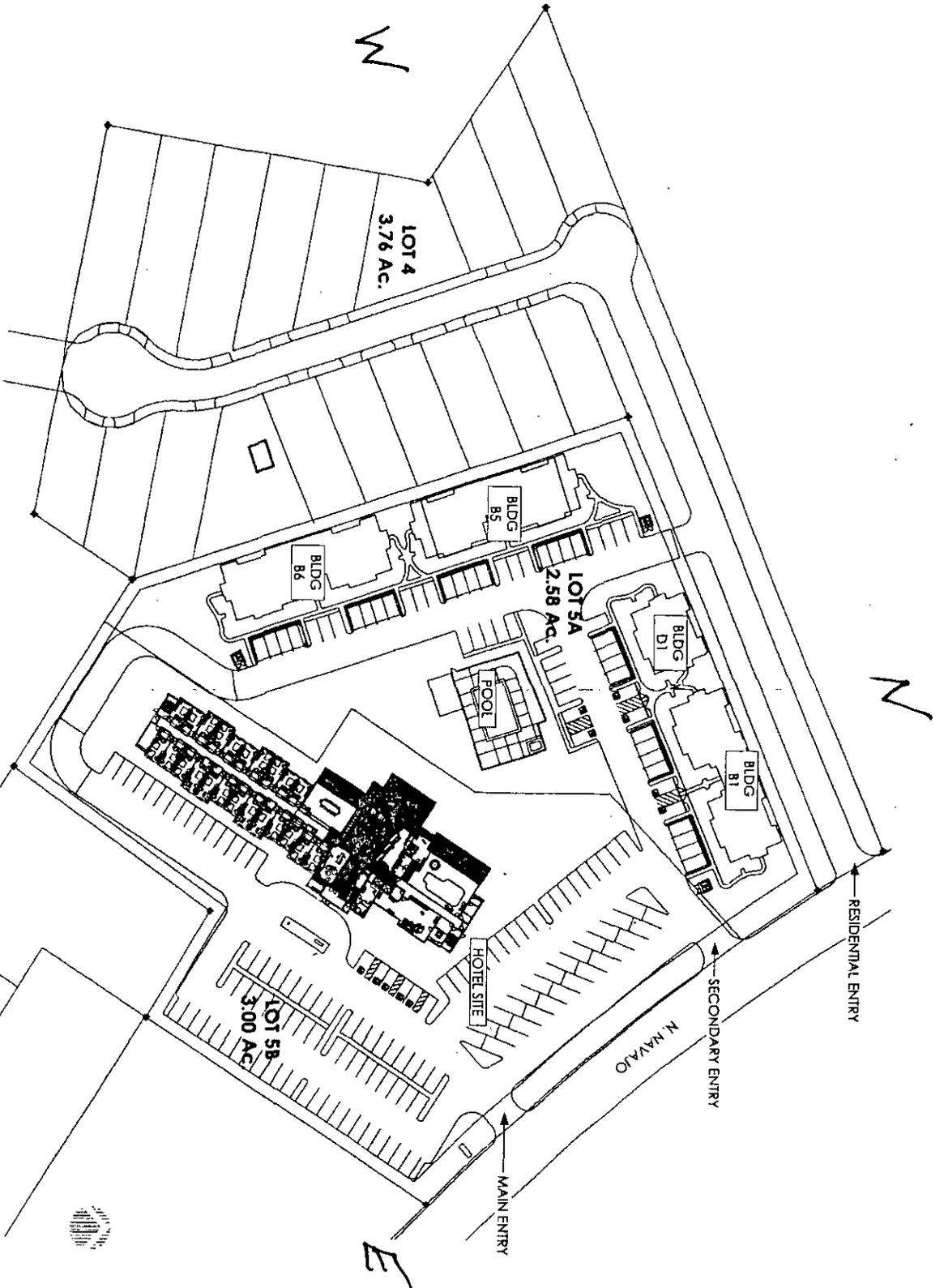
Coconino Parcel Map

June 3, 2015

THIS MAP WAS GENERATED BY THE COCONINO COUNTY WEB MAP APPLICATION. IT IS FOR GENERAL PURPOSES ONLY. NO WARRANTY OF ACCURACY IS GIVEN OR IMPLIED.



5



SCALE: 1" = 80'-0"
ON 11X17 SHEET



CLIENT

Larkspur Development
101 Larkspur Landing Circle
Suite 301
Larkspur, CA 94939

PROJECT ADDRESS
N. Navajo Drive
Page, AZ

FUTURE DEVELOPMENT SITE PLAN
DATE: 16 JAN. 2015



March 30, 2015

John R. Olberg
Canyon Equity LLC
101 Larkspur Landing Circle, Ste. 310
Larkspur, CA 94939

RE: Page Arizona Proposed Hotel Traffic Impact Analysis

Dear Mr. Olberg,

A hotel is currently proposed at approximately 1112 North Navajo Drive in Page, Arizona. An analysis has been conducted to help determine the traffic impact at two existing intersections that would result from the proposed hotel. The two intersections analyzed include 12th Avenue and Navajo Drive, and Lake Powell Boulevard and Navajo Drive. Currently, 12th Ave. and Navajo Dr. is a three way intersection, the proposed Hotel is expected to access Navajo Drive around the area of this intersection. For the purpose of modeling, this intersection was treated as having four legs. Lake Powell Blvd. and Navajo Dr. is an existing intersection that was analyzed because it is anticipated that the majority of the hotel demand would travel through this intersection in Town.

Traffic counts were conducted at each intersection during three periods, AM + School Drop Off, School Pick Up, and PM. Counts were conducted over two hours during those periods. Once the results were analyzed, only the peak hour during those two hours was selected to be the "peak" period for analysis. These counts were provided by Canyon Equity.

Three factors have been used to determine the overall impact on these two intersections from the proposed hotel: Level of Service, Delay, and Intersection Capacity Utilization. Level of service (LOS) is the sum of time required to serve all movements at saturation given a reference cycle length and then dividing that by the reference cycle. To receive a LOS of A, this ratio would need to be less than or equal to 0.55. LOS B has a ratio between 0.55 and 0.64. The higher the ratio the lower the LOS. The delay represents the average delay a motorist experiences in a given intersection or leg of that intersection. The intersection capacity utilization represents a comparison between the current volume to the intersection's ultimate capacity. Below is a table showing the two intersections with these factors before and after the proposed improvements. Also included in these tables are the results for a particular leg from each intersection that represents the worst case approach.

12th Avenue and Navajo Drive

	AM Peak Period		School Peak Period		PM Peak Period	
	Existing	Proposed	Existing	Proposed	Existing	Proposed
Average Level of Service (LOS)	A	A	A	A	A	A
Average Delay (seconds)	0.70	1.60	1.00	1.20	0.90	2.20
Intersection Capacity Utilization	27.50%	46.30%	23.30%	28.30%	18.30%	28.40%
Worst Case Approach Leg	West Bound		West Bound		West Bound	
Worst Case Approach LOS	B	C	B	B	B	B
Worst Case Approach Delay	12.6	15.0	11.5	12.2	10.0	11.1

Lake Powell Boulevard and Navajo Drive

	AM Peak Period		School Peak Period		PM Peak Period	
	Existing	Proposed	Existing	Proposed	Existing	Proposed
Level of Service	A	A	A	A	A	A
Delay (seconds)	8.60	8.60	8.30	8.30	8.10	8.20
Intersection Capacity Utilization	38.80%	39.40%	40.20%	40.30%	36.10%	37.50%
Worst Case Approach Leg	SE Bound Left		SE Bound Left		SE Bound Left	
Worst Case Approach LOS	A	B	A	A	A	A
Worst Case Approach Delay	9.7	10.4	8.3	8.3	9.1	9.7

SE = South-East

From these tables one can infer that the level of service remains essentially the same for each intersection during the peak periods studied. The delay and intersection capacity utilization at Lake Powell Blvd and Navajo Drive remain relatively unchanged. There was a slight change in delay and intersection capacity utilization occurring at 12th Ave. and Navajo Drive. The worst case approaches show that only one peak period at each of the intersections have a decrease in LOS for a single leg.

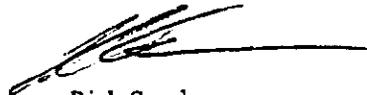
The full results of the analysis have been enclosed with this letter. These enclosures include the following for each intersection: an exhibit showing traffic counts for each peak period (existing and proposed) with the intersections level of service, a report from the modeling software showing the individual lanes, volumes, and timings (existing and proposed, and a report from the modeling software showing the HCM signalized intersection capacity analysis (existing and proposed).

If you have any further questions regarding the results of the analysis please don't hesitate to call.

Sincerely,


 Dustyn W. Shaffer, P.E.
 Service Center Manager




 Rick Snyder
 Project Manager

enclosure(s)



Request for City Council Action

Title:	Zoning Change Amendment		
Meeting Date:	June 10, 2015	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other	Action:	<input type="checkbox"/> Motion <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance
Originating Department:	Planning and Zoning	Supporting Documents:	Ordinance 625-15 See Resolution 1147-15 for backup material
Prepared By:	Kim Larson, City Clerk	Presented By:	Joe Estes & Robin Crowther
Reviewed By:	Joe Estes, City Attorney	Approved By:	Kim Johnson
Proposed Action:	I move to introduce Ordinance 625-15 by title only I move to pass Ordinance 625-15 to its second reading		

BACKGROUND:

Larkspur Commons (“Larkspur”) is requesting a Minor General Plan Amendment (GPA 15-04) and a Zoning Amendment (ZON 15-04) to their property located on the west side of North Navajo, just south of 13th Avenue (Parcel Numbers 801-13-003W; 801-13-003Z). Parcel Number 801-13-003 Z currently consists of three different zoning classifications for the same parcel (Planned Development, Service Commercial, Multifamily Residential) and Parcel 801-13-003 W consists of two different zoning classifications for the same parcel (Planned Development and Multifamily Residential). Both Parcels consist of approximately 9.29 acres.

During the adoption of the General Plan there was an oversight that resulted in these two parcels being classified with multiple zoning classifications. Larkspur is seeking to rezone both Parcels to Planned Development, which would permit all the zoning classifications that are currently located on the parcels. In addition to the rezoning, a Minor General Plan Amendment is necessary for Parcel 801-13-001 W to correct the oversights of the zoning classifications that occurred during the adoption of the General Plan. The adjacent properties are currently zoned Service Commercial, Multifamily Residential, Planned Development and Future Development. The properties across the street are zoned R-2 Residential.

Larkspur’s anticipated use of the Parcels include a hotel adjacent to the commercial zone, with a buffer of apartments to the northwest, followed by single family residential lots along the west rim portion of the Parcels and contained in the Future Development Site Plan attached hereto. Currently Larkspur could chose any of the various zoning classifications designated on the Parcels, which include the hotel, multifamily and single family uses proposed by Larkspur. However, staff recommended that Larkspur seek the zoning amendments and Minor General Plan Amendment as a housekeeping matter to avoid any confusion regarding the multiple zoning classifications of the Parcels.

The Planning and Zoning Commission held a public hearing on May 19, 2015, and the concerns raised by three residents included: loss of view of the cliffs as neighbors walk through the community, children walking to and from school, and additional traffic. Attached hereto is a traffic study provided by Larkspur showing that during peak periods and different times of the year that traffic will not be significantly impacted by the proposed uses and Larkspur remains open to suggestions and concerns from those in the community regarding this matter.

BUDGET IMPACT: N/A

ALTERNATIVES CONSIDERED: N/A

ADVISORY BOARD RECOMMENDATION: The Planning and Zoning Commission voted unanimously to recommend approval of Zoning Case No. 15-04 to rezone the two Parcels to a single zoning designation of Planned Development.

STAFF RECOMMENDATION:

I move to introduce Ordinance 625-15 by title only

I move to pass Ordinance 625-15 to its second reading

ORDINANCE NO. 625-15

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, PROVIDING FOR THE REZONING OF PARCEL NOS. 801-13-003W AND 801-13-003Z CONSISTING OF APPROXIMATELY 9.29 COMBINED ACRES, GENERALLY LOCATED WEST OF NORTH NAVAJO DRIVE AND SOUTH OF 13TH AVENUE FROM MULTIPLE ZONING DESIGNATIONS OF PLANNED DEVELOPMENT, SERVICE COMMERCIAL AND MULTI-FAMILY RESIDENTIAL TO THE SINGLE ZONING DESIGNATION OF PLANNED DEVELOPMENT.

WHEREAS, the City of Page Planning and Zoning Commission held a public hearing on Zoning Case No. ZON 15-04 on May 19, 2015, for the purposes of considering the rezoning of Parcel Nos. 801-13-003W and 801-13-003Z, generally located on the west side of North Navajo Drive just south of 13th Avenue and consisting of approximately 9.29 combined acres, from multiple zoning designations of Planned Development, Service Commercial and Multi-Family Residential to a single zoning designation of Planned Development; and

WHEREAS, due and proper notice of such public hearing before the City of Page Planning and Zoning Commission was given in the time, form, substance and manner provided by law; and

WHEREAS, the City of Page Planning and Zoning Commission has unanimously recommended the adoption of Zoning Case No. ZON 15-04 as aforesaid; and

WHEREAS, the Mayor and Common Council desire to accept the recommendation of the City of Page Planning and Zoning Commission and rezone Parcel Nos. 801-13-003W and 801-13-003Z from multiple zoning designations of Planned Development, Service Commercial and Multi-Family Residential to a single zoning designation of Planned Development.

NOW, THEREFORE, BE IT FURTHER ORDAINED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, as follows:

The two parcels of land consisting of approximately 9.29 combined acres, identified as Parcel Nos. 801-13-003W and 801-13-003Z, generally located on the west side of North Navajo Drive just south of 13th Avenue, with the following legal descriptions:

Parcel No. 801-13-003W

LOT 4, BLOCK 90, of the TOWNSITE OF PAGE, according to the plat of record in the office of the County Recorder of Coconino County, Arizona recorded in Case 8, Map 10

Parcel No. 801-13-003Z

LOT 5, BLOCK 90, of the TOWNSITE OF PAGE, according to the plat of record in the office of the County Recorder of Coconino County, Arizona recorded in Case 9, Map 15

Are hereby rezoned from multiple zoning designations of Planned Development, Service Commercial and Multi-Family Residential to a single zoning designation of Planned Development as provided in the City of Page Zoning Ordinance.

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA this ____ day of _____, 2015, by the following vote:

Ayes _____
Nays _____
Abstentions _____
Absent _____

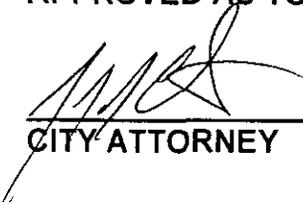
CITY OF PAGE

By _____
Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY



Request for City Council Action

Title:	Employee Health Coverage		
Meeting Date:	June 10, 2015	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other	Action:	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	Administration	Supporting Documents:	Health Care Plan Information
Prepared By:	City Manager	Presented By:	City Manager
Reviewed By:	City Manager	Approved By:	City Manager
Proposed Action:	Motion to direct staff to implement changes to the employee health care plan, which includes: Moving from two tier plan (single- employee only; family) to a four tier plan (employee; employee + children; employee + spouse; and employee + family); and changing the employee only coverage contribution rate to 10% and change the employee + plans coverage contribution rate to 20% of the medical premium		

BACKGROUND: The 2015 City Council Strategic Plan objective 2.4 reads “review employee insurance and fringe benefits for potential savings.” Staff has completed the review and is recommending changes to the employee health care plan.

The City of Page contracts with the Rural Arizona Group Health Trust (RAGHT) an employee benefits consortium, to provide medical, prescription, dental, vision, and life insurance coverage.

CURRENT PLAN

Under the current plan, City and Page Utility Enterprise employees are offered two options a single - *employee only* PPO (Preferred Provider Organization) and Family PPO. Under the single - *employee only* plan, employees are required to contribute \$100 per month (19.4%) towards the medical premium. Under the family plan (employee + family) employees are required to contribute \$200 per month (14.86%) towards the medical premium. Employee contribution rates have not changed in more than ten years.

RAGHT policy requires that employers pay for 90% of the single- employee only plan premium. We are not complying with this policy. Under our current plan, employees who select the single- *employee only* coverage, which is much less expensive, pay a higher percentage of their premiums costs than those choosing the more costly family plan (see Table 1, below).

TABLE 1: CURRENT PLAN

CITY - PP0	# of EMP	Med Premium	Dental	Vision	Total Prem	Emp Contr	City Contr	Monthly City Premium	Annual
Employee	27	\$516	\$27	\$5	\$547	\$100	\$447	\$12,065	\$144,782
Emp/Family	52	\$1,346	\$104	\$11	\$1,460	\$200	\$1,260	\$65,527	\$786,333
								\$77,593	\$931,116
PUE - PP0	# of EMP	Med Premium	Dental	Vision	Total Prem	Emp Contr	City Contr	Monthly City Premium	Annual
Employee	10	\$516	\$27	\$5	\$547	\$100	\$447	\$4,469	\$53,623
Emp/Family	23	\$1,346	\$104	\$11	\$1,460	\$200	\$1,260	\$28,983	\$347,801
								\$33,452	\$401,425
								TOTAL	\$1,332,541

RECOMMENDATION 1

I recommend that beginning July 1, 2015 we move from two tier plan (single -*employee only* & family) to a four tier plan (employee; employee + child(ren); employee + spouse; and employee + family). In addition, I recommend changing the employee only contribution rate to 10% (as mandated by RAGHT) and change the employee + plans (employee +child(ren); employee + spouse; and employee + family) contribution rate to 20% of the medical premium (see Table 2, below). This change would result in an expected annual savings of \$76,049. Employees will be selecting coverage during open enrollment this month.

TABLE 2: FOUR TIER PLAN WITH NEW EMPLOYEE CONTRIBUTION RATES

CITY PPO	# of EMP	Med Premium	Dental	Vision	Total Prem	Emp Contr	City Contr	Monthly City Premium	Annual
Employee	27	\$515.59	\$27.91	\$4.66	\$548.16	\$51.56	\$496.60	\$13,408.20	\$160,898.40
Emp/Spouse	13	\$1,092.31	\$72.28	\$7.68	\$1,172.27	\$218.40	\$953.87	\$12,400.31	\$148,803.72
Emp/Child(ren)	13	\$992.77	\$85.86	\$9.79	\$1,088.42	\$198.54	\$889.88	\$11,568.44	\$138,821.28
Emp/Family	26	\$1,525.38	\$134.24	\$12.12	\$1,671.74	\$305.00	\$1,366.74	\$35,535.24	\$426,422.88
								\$72,912.19	\$874,946.28
PUE PPO	# of EMP	Med Premium	Dental	Vision	Total Prem	Emp Contr	City Contr	Monthly City Premium	Annual
Employee	10	\$515.59	\$27.91	\$4.66	\$548.16	\$51.56	\$496.60	\$4,966.00	\$59,592.00
Emp/Spouse	10	\$1,092.31	\$72.28	\$7.68	\$1,172.27	\$218.40	\$953.87	\$9,538.70	\$114,464.40
Emp/Child(ren)	1	\$992.77	\$85.86	\$9.79	\$1,088.42	\$198.54	\$889.88	\$889.88	\$10,678.56
Emp/Family	12	\$1,525.38	\$134.24	\$12.12	\$1,671.74	\$305.00	\$1,366.74	\$16,400.88	\$196,810.56
								\$31,795.46	\$381,545.52
								TOTAL	\$1,256,491.80

RECOMMENDATION 2

I recommend that beginning in January 1, 2016 we offer employees an additional option of a High Deductible Health Care plan. The employee only coverage would have a \$2800 deductible; and the employee+ coverage plans would have a \$5,600 annual deductible. RAGHT requires the employer to contribute to a Healthcare Savings Account. The City/PUE would contribute a percentage of the annual deductible into an employee HSA. Employees are also eligible to contribute to the HSA. This annual savings would depend upon the number of participants along with the percentage of the annual deductible. Table 3 includes a 35% contribution rate (see below). Employees would consider this option during a special open enrollment in November.

TABLE 3: ADD HIGH DEDUCTIBLE PLAN OPTION

CITY HDHP	# of EMP	Med Premium	Dental	Vision	Total Prem	Emp Contr	City Contr	Monthly City Premium	Annual
Employee	27	\$409	\$28	\$5	\$441	\$41	\$400	\$10,813	\$129,753
Emp/Spouse	13	\$852	\$72	\$8	\$932	\$170	\$761	\$9,896	\$118,750
Emp/Child(ren)	13	\$784	\$86	\$10	\$880	\$157	\$723	\$9,402	\$112,826
Emp/Family	26	\$1,175	\$134	\$12	\$1,321	\$235	\$1,086	\$28,238	\$338,857
								\$58,349	\$700,185
PUE HDHP	# of EMP	Med Premium	Dental	Vision	Total Prem	Emp Contr	City Contr	Monthly City Premium	Annual
Employee	10	\$409	\$28	\$5	\$441	\$41	\$400	\$4,005	\$48,057

Emp/Spouse	10	\$852	\$72	\$8	\$932	\$170	\$761	\$7,612	\$91,346
Emp/Child(ren)	1	\$784	\$86	\$10	\$880	\$157	\$723	\$723	\$8,679
Emp/Family	12	\$1,175	\$134	\$12	\$1,321	\$235	\$1,086	\$13,033	\$156,396
								\$25,373	\$304,477

Req HSA Contr	# of EMP	35% Contribution Rate	Total Prem	Emp Contr	City Contr	Monthly City Premium	Annual
Employee	27	\$82	\$82		\$82	\$2,205	\$26,458
Emp/Family	52	\$163	\$163		\$163	\$8,493	\$101,918
						\$10,698	\$128,376
						TOTAL	\$1,133,038

BUDGET IMPACT: Moving to a Four Tier Plan with new employee contribution rates would result in an expected annual savings of \$76,049 with current employee elections; adding a High Deductible Health Care plan could result in additional savings.

STAFF RECOMMENDATION: Motion to direct staff to implement changes to the employee health care plan, which includes: Moving from two tier plan (single- employee only; family) to a four tier plan (employee; employee + children; employee + spouse; and employee + family); and changing the employee only coverage contribution rate to 10% and change the employee + plans coverage contribution rate to 20% of the medical premium.

MEDICAL SCHEDULE OF BENEFITS – PPO PLAN

	PARTICIPATING PROVIDERS (BLUE CROSS BLUE SHIELD OF ARIZONA PROVIDERS)	NON-PARTICIPATING PROVIDERS (Subject to Usual and Customary Charges)
LIFETIME MAXIMUM BENEFIT	Unlimited	
CALENDAR YEAR MAXIMUM BENEFIT	Unlimited	
CALENDAR YEAR DEDUCTIBLE*		
Single	\$300	\$600
Family	\$900	\$1,800
Effective January 1, 2015		
Single	\$300	\$2,500
Family	\$900	None
CALENDAR YEAR OUT-OF-POCKET MAXIMUM* (includes Deductible and Medical Copays) (Effective January 1, 2015 –will also include Prescription Drug Copays)		
Single	\$4,000	None
Family	\$8,000	None
*Participating and Non-Participating Deductibles and Out-of-Pocket Maximums do not cross accumulate		
MEDICAL BENEFITS		
Allergy Services (all)		
Allergy Injections		
With an office visit	Paid under the Physician Office Visit benefit	50% after Deductible
Without an office visit	\$5 Copay, then 100% (Deductible waived)	50% after Deductible
Allergy Testing, Treatment and Serum	Paid under the Physician Office Visit benefit	50% after Deductible
Ambulance Services	80% (Deductible waived)	Paid at Participating Provider level of benefits
Anesthesiologist	80% after Deductible	50% after Deductible
Cardiac Cath Laboratory	80% after Deductible	50% after Deductible
Chemotherapy (Outpatient)	80% after Deductible	50% after Deductible
Chiropractic Care/Spinal Manipulation	\$25 Copay, then 100% (Deductible waived)	50% after Deductible
Maximum Benefit Payable Per Visit	\$50	
Calendar Year Maximum Benefit	30 visits	

	PARTICIPATING PROVIDERS (BLUE CROSS/BLUE SHIELD OF ARIZONA PROVIDERS)	NON-PARTICIPATING PROVIDERS (Subject to Usual and Customary Charges)
Diagnostic Testing, X-Ray and Lab Services (Outpatient)		
Radiology Services Laboratory Services	80% after Deductible \$10 Copay, then 100% (Deductible waived)	50% after Deductible 50% after Deductible
Durable Medical Equipment (DME)	80% after Deductible	50% after Deductible
Emergency Room Services – Emergency Medical Condition	\$100 Copay, then Deductible, then 80%	Paid at the Participating Provider level of benefits
Emergency Room Services - Non-Medical Emergency	Not Covered	Not Covered
Hemodialysis (Outpatient)	80% after Deductible	50% after Deductible
Home Health Care	80% after Deductible	50% after Deductible
Calendar Year Maximum Benefit	60 visits	
Hospice Care	80% after Deductible	50% after Deductible
Hospital Expenses or Long-Term Acute Care Facility/Hospital (facility charges)		
Inpatient	80% after Deductible	50% after Deductible
Room and Board Allowance	80% after Deductible *Semi-Private Room rate	50% after Deductible *Semi-Private Room rate
Intensive Care Unit	80% after Deductible ICU/CCU Room rate	50% after Deductible ICU/CCU Room rate
Miscellaneous Service and Supplies	80% after Deductible	50% after Deductible
Outpatient	80% after Deductible	50% after Deductible
* A private room will be considered eligible when Medically Necessary. Charges made by a Hospital having only single or private rooms will be considered at the least expensive rate for a single or private room.		
Maternity (Professional Fees)*		
Preventive Prenatal and Breastfeeding Support (other than lactation consultations)	100% (Deductible waived)	50% after Deductible
Lactation Consultations	100% (Deductible waived)	100% (Deductible waived)
Initial Office Visit	\$25 Copay, then 100% (Deductible waived)	50% after Deductible
All Other Prenatal, Delivery and Postnatal Care	80% after Deductible	50% after Deductible
* See Preventive Services under Eligible Medical Expenses for limitations.		
Mental Disorders and Substance Use Disorders		
Inpatient	80% after Deductible	50% after Deductible
Combined Calendar Year Maximum Benefit	30 days	
Combined Lifetime Maximum Benefit	2 confinements	
Outpatient		
Office Visits/Telemedicine*	\$25 Copay, then 100% (Deductible waived)	50% after Deductible
Psychological/Neuropsychological Testing	50% after Deductible	50% after Deductible

	PARTICIPATING PROVIDERS (BLUE CROSS BLUE SHIELD OF ARIZONA PROVIDERS)	NON-PARTICIPATING PROVIDERS (Subject to Usual and Customary Charges)
All Other Outpatient Services	80% after Deductible	50% after Deductible
Combined Calendar Year Maximum Benefit	26 visits	
*Telemedicine for Mental Disorders only.		
Outpatient Therapies (e.g., physical, speech, occupational)	80% after Deductible	50% after Deductible
Calendar Year Maximum Benefit	40 visits per condition	
Physician's Services		
Inpatient/Outpatient Services	80% after Deductible	50% after Deductible
Office Visits/Office Surgery: Primary Care Physician	\$25 Copay*, then 100% (Deductible waived)	50% after Deductible
Specialist	\$35 Copay*, then 100% (Deductible waived)	50% after Deductible
*Copay applies per visit regardless of what services are rendered.		
Preventive Services and Routine Care (includes the office visit and any other eligible item or service received at the same time as the preventive service or routine care, whether billed at the same time or separately)	100% (Deductible waived)	Not Covered
Radiation Therapy (Outpatient)	80% after Deductible	50% after Deductible
Second Surgical Opinion*	100% (Deductible waived)	100% (Deductible waived)
*When required by the Medical Management Program Administrator.		
Skilled Nursing Facility and Rehabilitation Facility*	80% after Deductible	50% after Deductible
Calendar Year Maximum Benefit	60 days	
Surgery (Inpatient/Outpatient/Ambulatory) (does not include surgery in the Physician's office)		
Facility	80% after Deductible	50% after Deductible
Professional Services	80% after Deductible	50% after Deductible
Miscellaneous	80% after Deductible	50% after Deductible
Urgent Care Facility	\$50 Copay*, then 100% (Deductible waived)	\$100 Copay*, then 100% (Deductible waived)
*Copay applies per visit regardless of what services are rendered.		
Wig (see Eligible Medical Expenses)	100% (Deductible waived)	100% (Deductible waived)
Calendar Year Maximum Benefit	\$150	
All Other Eligible Medical Expenses	80% after Deductible	50% after Deductible

MEDICAL SCHEDULE OF BENEFITS – HDHP PLAN

	PARTICIPATING PROVIDERS (BLUE CROSS BLUE SHIELD OF ARIZONA PROVIDERS)	NON-PARTICIPATING PROVIDERS (Subject to Usual and Customary Charges)
LIFETIME MAXIMUM BENEFIT	Unlimited	
CALENDAR YEAR MAXIMUM BENEFIT	Unlimited	
CALENDAR YEAR DEDUCTIBLE* (combined with Prescription Drug Card)		
Single	\$2,600	\$3,000
Family	\$5,200	\$6,000
Effective January 1, 2015		
Single	\$2,800	\$3,000
Family	\$5,600	\$6,000
CALENDAR YEAR OUT-OF-POCKET MAXIMUM* (includes Deductible combined with Prescription Drug Card)		
Single	\$2,600	\$10,000
Family	\$5,200	\$20,000
Effective January 1, 2015		
Single	\$2,800	\$10,000
Family	\$5,600	\$20,000
*Participating and Non- Participating Deductibles and Out-of-Pocket Maximums do not cross accumulate		
MEDICAL BENEFITS		
Allergy Services (all)		
Allergy Injections Only	100% after Deductible	50% after Deductible
Allergy Testing, Treatment and Serum Only	100% after Deductible	50% after Deductible
Ambulance Services	100% after Deductible	Paid at the Participating Provider level of benefits
Anesthesiologist	100% after Deductible	50% after Deductible
Cardiac Cath Laboratory	100% after Deductible	50% after Deductible
Chemotherapy (Outpatient)	100% after Deductible	50% after Deductible
Chiropractic Care/Spinal Manipulation	100% after Deductible	50% after Deductible
Maximum Benefit Payable Per Visit	\$50	
Calendar Year Maximum Benefit	30 visits	
Diagnostic Testing, X-Ray and Lab Services (Outpatient)		
Radiology Services	100% after Deductible	50% after Deductible
Laboratory Services	100% after Deductible	50% after Deductible
Durable Medical Equipment (DME)	100% after Deductible	50% after Deductible

	PARTICIPATING PROVIDERS (BLUE CROSS BLUE SHIELD OF ARIZONA PROVIDERS)	NON-PARTICIPATING PROVIDERS (Subject to Usual and Customary Charges)
Emergency Room Services – Emergency Medical Condition	100% after Deductible	Paid at the Participating Provider level of benefits
Emergency Room Services - Non-Medical Emergency	Not Covered	Not Covered
Hemodialysis (Outpatient)	100% after Deductible	50% after Deductible
Home Health Care	100% after Deductible	50% after Deductible
Calendar Year Maximum Benefit	60 visits	
Hospice Care	100% after Deductible	50% after Deductible
Hospital Expenses or Long-Term Acute Care Facility/Hospital (facility charges)		
Inpatient	100% after Deductible	50% after Deductible
Room and Board Allowance	100% after Deductible *Semi-Private Room rate	50% after Deductible *Semi-Private Room rate
Intensive Care Unit	100% after Deductible ICU/CCU Room rate	50% after Deductible ICU/CCU Room rate
Miscellaneous Service and Supplies	100% after Deductible	50% after Deductible
Outpatient	100% after Deductible	50% after Deductible
* A private room will be considered eligible when Medically Necessary. Charges made by a Hospital having only single or private rooms will be considered at the least expensive rate for a single or private room.		
Maternity (Professional Fees)*		
Preventive Prenatal and Breastfeeding Support (other than lactation consultations)	100% (Deductible waived)	50% after Deductible
Lactation Consultations	100% (Deductible waived)	100% (Deductible waived)
All Other Prenatal, Delivery and Postnatal Care	100% after Deductible	50% after Deductible
* See Preventive Services under Eligible Medical Expenses for limitations.		
Mental Disorders and Substance Use Disorders		
Inpatient	100% after Deductible	50% after Deductible
Combined Calendar Year Maximum Benefit	30 days	
Combined Lifetime Maximum Benefit	2 confinements	
Outpatient		
Office Visits/Telemedicine*	100% after Deductible	50% after Deductible
Psychological/Neuropsychological Testing	100% after Deductible	50% after Deductible
All Other Outpatient Services	100% after Deductible	50% after Deductible
Combined Calendar Year Maximum Benefit	26 visits	
*Telemedicine for Mental Disorders only.		
Outpatient Therapies (e.g., physical, speech, occupational)	100% after Deductible	50% after Deductible
Calendar Year Maximum Benefit	40 visits per condition	

	PARTICIPATING PROVIDERS (BLUE CROSS/BLUE SHIELD OF ARIZONA PROVIDERS)	NON-PARTICIPATING PROVIDERS (Subject to Usual and Customary Charges)
Physician's Services		
Inpatient/Outpatient Services	100% after Deductible	50% after Deductible
Office Visits/Office Surgery	100% after Deductible	50% after Deductible
Preventive Services and Routine Care (includes the office visit and any other eligible item or service received at the same time as the preventive service or routine care, whether billed at the same time or separately)	100% (Deductible waived)	Not Covered
Radiation Therapy (Outpatient)	100% after Deductible	50% after Deductible
Second Surgical Opinion*	100% (Deductible waived)	100% (Deductible waived)
*When required by the Medical Management Program Administrator.		
Skilled Nursing Facility and Rehabilitation Facility*	100% after Deductible	50% after Deductible
Combined Calendar Year Maximum Benefit	60 days	
Surgery (Inpatient/Outpatient/Ambulatory)		
Facility	100% after Deductible	50% after Deductible
Professional Services	100% after Deductible	50% after Deductible
Miscellaneous	100% after Deductible	50% after Deductible
Urgent Care Facility	100% after Deductible	50% after Deductible
Wig (see Eligible Medical Expenses)	100% after Deductible	50% after Deductible
Calendar Year Maximum Benefit	\$150	
All Other Eligible Medical Expenses	100% after Deductible	50% after Deductible



Request for City Council Action

Title:	Amendment to the Professional Services Agreement for Management, Operation and Maintenance of the Lake Powell National Golf Course		
Meeting Date:	May 13, 2015 June 10, 2015	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other	Action:	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	Administration	Supporting Documents:	Amendment & Agreement
Prepared By:	City Manager	Presented By:	City Manager
Reviewed By:	City Manager	Approved By:	City Manager
Proposed Action:	Motion to amend the Professional Services Agreement for the Management, Operation and Maintenance of the Lake Powell National Golf Course.		

BACKGROUND: In June 2012, the City entered into a five year Professional Services Agreement for Management, Operation and Maintenance of the Lake Powell National Golf Course with ARAMARK Sports and Entertainment Services, LLC.

City and ARAMARK representatives met last spring to discuss the agreement. Staff is recommending the adoption of an amendment, changes include:

1. Paragraph 1(c) of the Agreement is amended to read as follows: "ARAMARK shall be solely responsible for all regular maintenance of the golf course. ARAMARK shall negotiate, purchase, and pay all fuel, oil, supplies, equipment, replacement parts, labor, professional services, and insurance (as outlined in Appendix "A"), and other items as may be reasonably necessary to operate Lake Powell National Golf Course. The City agrees to be responsible for the reimbursement or replacement of groundskeeping equipment only, as approved by the City Council through the City's annual fiscal budgetary process, with the City's fiscal year beginning on July 1st of each year. Any requests for reimbursement or replacement for such groundskeeping equipment must be submitted to the City no less than 90 days prior to the commencement of the next fiscal year."

2. Paragraph 5 of the Agreement is amended to read as follows: "This Agreement shall be made effective as of the 10th day of June, 2015 and expire, with no penalty, further obligation, or liability, other than those expressly stated herein, the 31th day of December 2020, unless terminated as provided for herein. This Amendment, together with the Agreement, shall automatically be extended under the same terms and conditions for two (2) five (5) year period unless ARAMARK gives the City written notice of its election not to extend the Agreement at any time prior to one (1) year before the expiration of this Agreement. If this Agreement expires or is terminated for any reason whatsoever, the City agrees to purchase, or cause a successor management company to purchase, the then-existing inventory, which is in saleable condition, at cost and the then-existing golf carts at fair market value."

3. Paragraph 16(b) of the Agreement is amended to read as follows: "b. Termination For Convenience. Either party may terminate this Agreement at any time, without penalty to the other party, by giving written notice to the other party of such termination and specifying the effective date thereof, at least one (1) year before the effective date of such termination."

STAFF RECOMMENDATION:

Motion to amend the Professional Services Agreement for the Management, Operation and Maintenance of the Lake Powell National Golf Course.

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR THE MANAGEMENT,
OPERATION AND MAINTENANCE OF THE LAKE POWELL NATIONAL GOLF COURSE**

THIS AMENDMENT is made effective as of June 10, 2015, by and between the City of Page, a municipal corporation organized and existing under the laws of the State of Arizona (hereinafter the "City") and ARAMARK Sports and Entertainment Services, LLC, a Delaware Limited Liability Company, (hereinafter "ARAMARK").

WITNESSETH:

WHEREAS, on June 12, 2012, the City and ARAMARK entered into a Professional Services Agreement for The Management, Operation and Maintenance of The Lake Powell National Golf Course (the "Agreement"), for the operation and management of the City's Lake Powell National Golf Course (a copy of the Agreement is attached hereto as Exhibit "A" and incorporated herein); and

WHEREAS, the City and ARAMARK desire to amend the Agreement as herein stated; and

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. Paragraph 1(c) of the Agreement is amended to read as follows: "ARAMARK shall be solely responsible for all regular maintenance of the golf course. ARAMARK shall negotiate, purchase, and pay all fuel, oil, supplies, equipment, replacement parts, labor, professional services, and insurance (as outlined in Appendix "A"), and other items as may be reasonably necessary to operate Lake Powell National Golf Course. The City agrees to be responsible for the reimbursement or replacement of groundskeeping equipment only, as approved by the City Council through the City's annual fiscal budgetary process, with the City's fiscal year beginning on July 1st of each year. Any requests for reimbursement or replacement for such groundskeeping equipment must be submitted to the City no less than 90 days prior to the commencement of the next fiscal year."
2. Paragraph 5 of the Agreement is amended to read as follows: "This Agreement shall be made effective as of the 10th day of June, 2015 and expire, with no penalty, further obligation, or liability, other than those expressly stated herein, the 31th day of December 2020, unless terminated as provided for herein. This Amendment, together with the Agreement, shall automatically be extended under the same terms and conditions for two (2) five (5) year period unless ARAMARK gives the City written notice of its election not to extend the Agreement at any time prior to one (1) year before the expiration of this Agreement.

If this Agreement expires or is terminated for any reason whatsoever, the City agrees to purchase, or cause a successor management company to purchase, the then-existing inventory, which is in saleable condition, at cost and the then-existing golf carts at fair market value.”

3. Paragraph 16(b) of the Agreement is amended to read as follows: “b. Termination For Convenience. Either party may terminate this Agreement at any time, without penalty to the other party, by giving written notice to the other party of such termination and specifying the effective date thereof, at least one (1) year before the effective date of such termination.”
4. All other terms and conditions of the Agreement shall remain in full force and effect and this Amendment shall in no way amend, modify, alter or otherwise change any provision, clause, right, or duty set forth in the Agreement, which both the City and ARAMARK hereby reaffirm, except as expressly stated herein.
5. This Amendment may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment on the dates set forth below.

City of Page

ARAMARK:

An Arizona municipal corporation

By: _____

By: _____

Date: _____

Date: _____

Attested By:

Approved as to Form:



City Clerk

City Attorney

**PROFESSIONAL SERVICES AGREEMENT FOR THE MANAGEMENT, OPERATION AND
MAINTENANCE OF THE LAKE POWELL NATIONAL GOLF COURSE**

THIS AGREEMENT is made effective as of June 12, 2012, by and between the City of Page, a municipal corporation organized and existing under the laws of the State of Arizona (hereinafter "City", and ARAMARK Sports and Entertainment Services, LLC, a Delaware Limited Liability Company, (ARAMARK).

WITNESSETH:

WHEREAS, the City owns the public facility called Lake Powell National Golf Course and desires to engage an experienced, competent, and qualified management services organization to operate, manage, and provide certain services at Lake Powell National Golf Course; and

WHEREAS, ARAMARK has the necessary qualifications, skills, and experience to operate and provide services consistent with the Agreement; and

WHEREAS, the public interest will be served and Lake Powell National Golf Course materially enhanced by the granting of an agreement to ARAMARK who will provide certain services to the public patronizing the golf course.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements hereinafter set forth, it is agreed by and between the parties hereto as follows:

1. The City does hereby engage ARAMARK and ARAMARK does hereby agree to perform certain management, operational, and maintenance services of Lake Powell National Golf Course for the City, under the terms and conditions hereinafter set forth. The services to be provided by ARAMARK, all at ARAMARK'S sole expense, shall consist of the following:
 - a. ARAMARK shall exercise general supervision over Lake Powell National Golf Course in a proper, efficient, and business-like manner. ARAMARK will hold regular meetings to review operations with city employees and/or authorized representatives.
 - b. ARAMARK shall manage Lake Powell National Golf Course through employees of ARAMARK hired by ARAMARK. In addition to ARAMARK employees, ARAMARK shall reimburse the City for the salaries, benefits, and premiums for Worker's Compensation and Social Security, all income tax deduction and any other tax or payroll deductions required by law for two (2) City employees, Golf Course Superintendent and a mechanic. Any increases in the salary or benefits from the levels paid in 2012 require ARAMARK's prior approval. These two (2) City employees will report to ARAMARK management for operational purposes. The City shall remain the employer and be responsible for and ultimately control, with

consultation from ARAMARK, the hire, retention, and discipline of the two (2) City employees. These two (2) employees shall be made available, up to two (2) hours per month, for staff meetings with City water treatment plant staff and/or supervisor. The two (2) employees shall also provide a monthly summary report to City regarding the condition and operation of the Golf Course, Golf Course equipment, and water reuse distribution system.

- c. ARAMARK shall be solely responsible for all regular maintenance of the golf course. ARAMARK shall negotiate, purchase, and pay all fuel, oil, supplies, equipment, replacement parts, labor, professional services, and insurance (as outlined in Appendix "A"), and other items as may be reasonably necessary to operate Lake Powell National Golf Course.
- d. ARAMARK shall manage and operate concessions at the pro shop, clubhouse, and golf course, including but not limited to clothing, golf equipment, golf balls, food and beverages.
- e. ARAMARK shall provide golf related instruction, including golfing lessons. ARAMARK shall maintain the appropriate qualifications to golf lessons during the term of this Agreement.
- f. ARAMARK shall provide golf carts in good operating condition. No permit shall be required for such carts. ARAMARK shall not allow use of any motorized golf cart to any person under 18 years of age without a valid driver's license.
- g. No permit shall be required for such carts. ARAMARK shall prominently display and enforce rules pertaining to the operation of motorized golf carts on the golf course, and shall require each renter to sign a liability release form, approved in advance by the City and kept by ARAMARK.
- h. ARAMARK shall ensure that the golf course and club house operations remain open and playable daily, year round during daylight hours, with the exception of Christmas Day. In ARAMARK's discretion, the golf course may be temporarily closed at such times when conditions may cause damage to the course as a result of play.
- i. Sell and collect green fees, resident and non-resident annual passports and other established player promotional devices, renewals, and take and process reservations. Attendants are required to be on duty continuously during golfing hours on all weekdays, weekends and holidays during the golfing season.
- j. ARAMARK shall purchase all existing City inventory in saleable condition at cost, and the City golf carts at fair market value within thirty (30) days of execution of this Agreement. The total price of the inventory and golf carts will not exceed \$175,000.

- k. ARAMARK shall maintain and keep true and accurate records showing all gross receipts and expenses in connection with the operation of Lake Powell National Golf Course. Such records shall be accessible to the City or any of its duly authorized employees or representatives for audit at any time during regular business hours.
 - l. ARAMARK and its affiliated entities may publicize, market, and promote Lake Powell National Golf Course and related items concerning Lake Powell National Golf Course.
 - m. ARAMARK shall pay all federal, state, and local taxes of whatever character that may be levied or charged upon ARAMARK's operations hereunder. However, City shall not adopt or assess any additional or new fee, tax, or assessment against ARAMARK's operation as stated herein during the term of this Agreement.
2. The services provided by the City shall consist of the following:
- a. The City shall provide, at City's expense, water, sewage and general utilities needed for the operation of Lake Powell National Golf Course. ARAMARK shall not, directly or indirectly, perform any action, or fail to take any action, which interferes with or impedes the City's ability to comply with the City's ADEQ permit. The City shall provide ARAMARK with a parts inventory and equipment necessary to perform minor and routine maintenance of the water reuse distribution system that irrigates the Golf Course. Golf Course staff shall maintain the reuse distribution system on a daily basis. In the event of a major failure (a failure requiring special equipment and/or greater than eight (8) man hours to repair), City water and sewer department staff will assist with and/or perform said repair. ARAMARK shall not make any changes to the reuse distribution system, including software programming, without the consent of the City's wastewater treatment plant supervisor.
 - b. The City shall furnish storage space for the golf carts at no additional cost to ARAMARK. ARAMARK shall maintain such space and shall be solely responsible for moving the carts into the storage area, and shall be responsible for any alarm system utilized for the security of the golf carts or other equipment stored outside.
 - c. The City shall compensate ARAMARK for any previously purchased and unredeemed purchases related to Lake Powell National Golf Course.
 - d. The City shall allow ARAMARK to use the concession building at the Lake Powell National Golf Course for the purpose of operating the concessions. This provision shall not be deemed to create a tenancy or transfer any other estate or interest in said property.

- e. The City will furnish the building(s) with all existing built-in fixtures and shelves and provide and pay the cost of all utilities and existing telephone service. ARAMARK shall, at ARAMARK's sole expense, be responsible for the proper use, care and maintenance of the premises being provided for its use under this Agreement including, but not limited to, providing janitorial service to maintain the premises. Upon termination of this Agreement or anytime before, if City determines that ARAMARK has failed to exercise diligence in maintaining the premises in as good as condition as when ARAMARK took possession, ordinary wear and tear excepted, ARAMARK shall reimburse City for City's remedial costs associated with restoring the premises to its previous condition.
 - f. ARAMARK shall not construct, remodel, or reconstruct any part of the building(s), and/or grounds or make any capital improvements whatsoever without written permission of the City. Any agreed upon capital improvements will be depreciated in accordance with Generally Accepted Accounting Principles. In the event ARAMARK violates this provision, City shall have no obligation to purchase the improvement as provided for in Section 16(b). The purchase of any single item that exceeds \$1000.00 shall be a capital expenditure.
3. City makes no warranty, express or implied, has not assumed and shall not have any liability whatsoever, regarding social, economic, environmental aspects of the Lake Powell National Golf Course, including, without limitation, the merchantability, profitability, or suitability for any particular purpose and authorizes ARAMARK's management, operation, and maintenance of the Lake Powell National Golf Course without any warranty for fitness of use. ARAMARK represents that it has had an opportunity to inspect the Lake Powell National Golf Course, and any improvements located thereon, and has determined that the property is suitable for the intended use and accepts the property as is with any and all faults except with respect to any pre-existing recognized environmental conditions, which will be the responsibility of the City.
4. As compensation for its services as aforesaid, ARAMARK shall retain from operations at Lake Powell National Golf Course one hundred percent (100%) of the receipts for the sale of any and all of the usual and customary services and/or products provided at Lake Powell National Golf Course.
- a. In the event that annual paid rounds (18 holes) of golf are over 22,000 in any 12 month period, the City will receive 10% of the annual green fee revenue for that operating year. For the purpose of this paragraph, an "operating year" means October 1st of each year to September 30th of the following year.
5. This agreement shall be made effective as of the 12th day of June 2012 and expire, with no penalty, further obligation, or liability, other than those expressly stated herein, the 30th day

of June 2017, unless terminated as provided herein. This agreement shall automatically be extended under the same terms and conditions for one (1) five (5) year period unless either party gives the other party written notice of its election not to extend the Agreement at any time prior to thirty (30) days before the expiration of this Agreement. Neither City, nor any official, officer, or employee thereof shall be liable in any manner to ARAMARK due to the City declining to extend this Agreement.

If this Agreement expires or is terminated for any reason whatsoever, the City agrees to purchase, or cause a successor management company to purchase, the then-existing inventory, which is in saleable condition, at cost and the then-existing golf carts at fair market value.

6. ARAMARK shall not be liable to the City for any error of judgment nor for any act or omission in the performance of this Agreement in good faith. ARAMARK shall be responsible for its or its employee's negligence or willful misconduct that result in death, bodily injury or property damage. Similarly, City shall not be liable to ARAMARK for any error of judgment nor for any act or omission in the performance of this Agreement in good faith. ARAMARK shall obtain liability insurance in accordance with Appendix "A" attached hereto and incorporated herein by this reference. ARAMARK shall indemnify, defend and hold harmless City, its officers, employees and agents (collectively, the "Indemnitees"), from and against (i) any liability, penalty, claim, demand, action, proceeding or suit, whether judicial, quasi-judicial or administrative in nature, (ii) any and all loss including, but not limited to, injury to and death of any person and damage to property, and (iii) contribution or indemnity demanded by third parties (collectively, the "Claims"), arising directly out of ARAMARK'S negligent act or failure to act. The foregoing indemnity shall not apply to the extent that a Claim is caused solely by the negligence or intentional misconduct of the Indemnitees. Upon the occurrence of an indemnified Claim, ARAMARK shall defend (with attorneys acceptable to the City) the Indemnitees. ARAMARK'S duty to defend and indemnify shall survive the expiration or earlier termination of this Agreement for claims based on events prior to the end date of this Agreement.
7. If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect.
8. Each of the parties hereto represents and warrants to the other party that this Agreement has been duly authorized by all necessary action and that this Agreement constitutes and will constitute a binding obligation on each such party.
9. In the event suit is brought or an attorney is retained by any party to this Agreement to enforce the terms of this Agreement or to collect any monies due hereunder or to collect any money damages or breach hereof, the prevailing party shall be entitled to recover, in

addition to any other remedy, reimbursement for reasonable attorney fees, court costs, costs of investigation, and other related expenses incurred in connection therewith.

10. All notices, requests, and other communications hereunder shall be deemed to have been given when deposited in the United States mail in a sealed envelope, postage prepaid, registered or certified mail, and addressed as follows:

If to the City: Attn: City Manager
697 Vista Avenue
P.O. Box 1180
Page, Arizona 86040

If to ARAMARK: Attn: President, ARAMARK Parks & Destinations
ARAMARK Sports & Entertainment Services
ARAMARK Tower
1101 Market Street
Philadelphia, PA 19107

With a copy to: Attn: Associate General Counsel, Sports & Entertainment
ARAMARK Sports & Entertainment Services
ARAMARK Tower
1101 Market Street
Philadelphia, PA 19107

It is agreed that either party may hereinafter designate another address to which notice may be sent, if upon written notice to the other at the address written above designating, or subsequently designated, in accordance herewith.

11. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties. ARAMARK acknowledges that the City has selected ARAMARK to perform the services specified herein based on (i) ARAMARK'S experience, skill, and reputation for conducting its operations in a safe, effective and responsible manner, and (ii) ARAMARK'S financial resources to maintain the required operation and support its indemnity obligations to City under this Agreement. City has relied on each of these factors, among others, in choosing ARAMARK to perform the services enumerated. Therefore, ARAMARK shall not assign its rights or delegate or otherwise transfer its obligations under this Agreement to any other person without the prior written consent of City. Any such assignment made without the consent of the City shall be void and the attempted assignment shall constitute a default. For the purpose of this Section, "assignment" shall include, but not be limited to, (i) a sale, exchange or other transfer to a third party of substantially all of ARAMARK'S assets dedicated to service under this Agreement; (ii) any

assignment by operation of law, including insolvency or bankruptcy, an assignment for the benefit of creditors, a writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of ARAMARK'S property, or transfer occurring in the event of a probate proceeding; and (iii) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of ownership, or change of control of ARAMARK.

- a. Consent Requirements. If ARAMARK requests City's consideration of and consent to an assignment, City may deny or approve such request in its complete discretion;
- b. No Obligation to Consider. City will not be obligated to consider a proposed assignment if ARAMARK is in default of any covenant, obligation, or provision of this Agreement.

12. No verbal statements or conversation between the parties hereto or their representatives, whether the same shall have been implied or direct, occurring either before or after the execution of this Agreement, shall be construed as having any bearing or effect upon this Agreement or any portion hereof, it being understood that this written Agreement evidences a complete agreement between parties hereto. This Agreement may not be changed, modified, or rescinded except in writing, signed by all parties hereto.

13. The parties may, by mutual agreement in writing, signed by each party, amend this agreement in any respect. Each party hereto may insofar as it is entitled to the rights or benefits of this Agreement.

- a. Extend the time for the performance of any of the obligation of the other;
- b. Waive any inaccuracies and/or representations by the other contained in this Agreement in performance of any obligations by the other;
- c. Waive compliance by the other of any of the covenants contained in this Agreement; and,
- d. Waive the fulfillment of any condition that is precedent to the performance by the party so waiving any of its obligations under this Agreement. Such extension or waiver shall in no way affect either party's rights to enforcement of the provisions contained in this Agreement nor shall any extension or waiver be held to be an extension of time or a waiver of any portion or subsequent breach of any obligation under this Agreement.

14. This Agreement may be executed in one or more counterparts, each of which shall be deemed as an original, but all of which together shall constitute one and the same instrument.
15. To the extent permitted by the context in which used, (a) words in the singular number shall include the plural, words in the masculine gender shall include the feminine and neuter, and vice versa; and (b) references to "persons" or "parties" in this Agreement shall be deemed to refer to natural persons, corporations, general partnerships, limited partnerships, trusts, and all other entities.
16. Termination of this agreement is subject to the following:
 - a. For Cause. If, through any cause, either party shall fail to fulfill its obligations under this Agreement, or if either party shall violate any of the covenants, provisions, or stipulations of this Agreement, the non-breaching party, without penalty or further obligation, shall thereupon have the right to terminate, or suspend in whole or in part, this Agreement by giving written notice to the breaching party of the reason for such termination. If the breaching party has not cured the default within 30 days or, if the default is not subject to cure within 30 days, begun working diligently toward a cure within 30 days, the non-breaching party may terminate this Agreement.
 - b. Termination For Convenience. City may terminate this Agreement, at any time by giving written notice to ARAMARK of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. ARAMARK may also terminate this Agreement at any time, without penalty to either party, by giving written notice to City of such termination and specifying the effective date thereof, at least ninety (90) days before the effective date of such termination. In the event ARAMARK terminates this Agreement for Convenience, ARAMARK shall tender without cost to the City, capital improvements and maintenance equipment necessary for the continued operation of Lake Powell National Golf Course by City.
 - c. Non-Availability of Funds. Every obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.
 - d. Cancellation. This Agreement may be canceled pursuant to A.R.S. 38-511.

- e. Bankruptcy/Insolvency. If ARAMARK becomes insolvent or is declared bankrupt, or such premises shall come into the possession of any receiver, trustee, or other officer or assignee acting under a court order, and the same not be dissolved within fifteen (15) days thereafter, then City shall have the right to terminate this Agreement, and in the event that the City shall not exercise such right, the City may accept payment from such receiver, trustee or officer in possession thereof, for the term of such agreement, without impairing or affecting in any way the right of the City against ARAMARK under this Agreement.
 - f. Surrender of Premises. Not later than three (3) days after the date of termination or expiration of this Agreement, ARAMARK shall vacate and surrender the portion of the buildings allocated to ARAMARK for the operation of this Agreement, remove personal property, and deliver possession of the same to the City. All equipment and other property of the City on the premises shall remain the property of the City after the termination of the Agreement. An inventory of City properties will be performed before release.
 - g. Right of Inspection. City and its authorized representatives, agents and employees shall have the right to enter upon the premises at any and all reasonable times for the purpose of inspection, evaluation, and observation of ARAMARK'S management, operation, and maintenance of the Lake Powell National Golf Course.
17. Permits/Licenses. ARAMARK shall obtain and maintain in full force and effect, at ARAMARK'S own expense, all permits and licenses which may be required by law to complete the performance of this Agreement.
18. Subcontractors and Liens. Neither ARAMARK nor anyone claiming by, through or under ARAMARK shall file or place any mechanic's lien or any other lien of any kind or character whatsoever, upon City real property, premises, or upon any building or improvement thereof. Notice shall be given that no contractor, subcontractor or anyone else who may furnish any material, service or labor for any building improvements, alterations, repairs or any part thereof shall at any time be or become entitled to any lien thereof. And, for the further security of the City, the ARAMARK agrees to give actual notice in advance to any and all contractors and subcontractors who may furnish or agree to furnish any material, service, or labor.
19. Default. The various rights, powers, options, elections and remedies of either party provided in this Agreement shall be construed as cumulative and not one of them as exclusive of the others, or exclusive of any rights, remedies, or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled, as long as any default remains in any way unremedied, unsatisfied, or undischarged.

20. City Commercial Symbols. Unless specifically provided for in this Agreement, the City does not grant ARAMARK the right to use sell or distribute a City trade name, trademark, service mark, logotype, advertising or other commercial symbol without approval. ARAMARK shall not claim any ownership interest of any kind or extent in any City trade name, trademark, service mark, logotype, advertising or other commercial symbol.
21. Non-Discrimination. ARAMARK shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The ARAMARK shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability. ARAMARK shall also comply with all state and federal laws concerning Immigration and with Executive Order 2005-30 ensuring compliance with Federal Immigration Laws by State Employers and ARAMARK. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C 121-1-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".
22. Compliance with Law. ARAMARK agrees to comply with any and all applicable local, state and federal laws, regulations, and rules including, but not limited to, the City of Page policies regarding discrimination, sexual harassment, and Drug Free work place. In the event ARAMARK violates this section, ARAMARK agrees to indemnify, hold harmless, and defend City from any and all fines, suits, claims, demands, actions, and/or causes of action of any kind and nature arising out of or in connection with such violation by ARAMARK. The indemnification obligations under this section shall survive the termination, cancellation, or completion of this Agreement for claims based on events occurring prior to the end of this Agreement.
23. Construction of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and a presumption shall not be deemed to apply in favor of or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the review of and entry into the Agreement. Section headings appearing herein are for the convenience of the parties and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Agreement.
24. Governing Law. Any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be governed by Arizona law. The venue for any such dispute shall be in

Coconino County, Arizona. Each party herein waives the right to object to venue in Coconino County for any reason.

25. Compliance Requirements for A.R.S. 41-44-1 and A.R.S. 35-393.06. ARAMARK warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. 41-4401 regarding the E-verify program. Additionally, the ARAMARK certifies that it does not have scrutinized business operations in Iran or Sudan.
26. Representation of Authority. Each person signing this Agreement hereby represents and warrants that they have the authority to bind the entity on behalf of which he or she has signed.
27. Independent Contractor. It is expressly agreed and understood by and between the parties that the ARAMARK is being retained by the City as an independent contractor, and as such neither ARAMARK or employees of ARAMARK shall become a City Employee, and is not entitled to payment or compensation or any fringe benefits to which other City employees are entitled other than that compensation as set forth herein. As an independent contractor ARAMARK further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any government entity whatsoever as a result of this Agreement. As an independent contractor, ARAMARK further agrees that it and its employees will conduct itself in a manner consistent with such status, and that it or its employees will neither hold itself out nor claim to be an officer or employee of the City by reason therefore, and that it will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to Worker's Compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or medical, dental, or life insurance coverage. ARAMARK shall perform the services required by this Agreement as an independent contractor engaged by City and not as an officer or employee neither of City nor as a partner of or joint venturer with City. Except as expressly provided herein, ARAMARK shall have the exclusive control over the manner and means of conducting the services performed under this Agreement, and over all persons performing such services. ARAMARK shall be solely responsible for the acts and omissions of its officers, employees, subcontractors and agents. The 2 City employees referenced in Paragraph 1.b. of this Agreement will remain employees of the City, which will be responsible for their salaries, benefits and which will make statutorily required tax payments on their behalf.
28. No Claim of Interest or Estate. ARAMARK acknowledges that this Agreement creates neither a demise nor any other conveyance of real property or right to possession of real property. ARAMARK agrees that ARAMARK does not and shall not claim any interest or estate of any kind or extent whatsoever in the City's real property by virtue of this Agreement or the use of the City's real property.

29. Force Majeure. Neither party hereto shall be liable to the other for any failure, delay, or interruption in the performance of any of the terms, covenants or conditions of this Agreement due to causes beyond the control of that party including, without limitation, acts of superior governmental authority, floods, riots, rebellion, sabotage, acts of God, landslides, drought, or other circumstances from which such party is not responsible and which is not in its power to control.

30. Time is of the Essence. Time is of the essence for all provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

City of Page

ARAMARK:

An Arizona municipal corporation

By: _____

By: William R. Deitz

Date: 6/11/2012

Date: _____

Attested By:

Approved as to Form:

Kim L. Larson

[Signature]

Lori Anderson, City Clerk

City Attorney

Kim L. Larson, Deputy City Clerk

29. Force Majeure. Neither party hereto shall be liable to the other for any failure, delay, or interruption in the performance of any of the terms, covenants or conditions of this Agreement due to causes beyond the control of that party including, without limitation, acts of superior governmental authority, floods, riots, rebellion, sabotage, acts of God, landslides, drought, or other circumstances from which such party is not responsible and which is not in its power to control.

30. Time is of the Essence. Time is of the essence for all provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

City of Page
An Arizona municipal corporation

By: _____

Date: _____

ARAMARK:

By:  _____

Date: 6/5/12 _____

Attested By:

Lori Anderson, City Clerk

Approved as to Form:

City Attorney

Appendix A

Insurance

ARAMARK shall, at its own expense, procure and maintain during the term of the Agreement the following insurance, with a company or companies authorized to do business in the State of Arizona. Notice of cancellation of any insurance policies required herein shall be subject to ACORD 25 Certificate of Liability standards, and will be delivered, as applicable, in accordance with policy provisions. All coverages required shall apply as primary with the City, its employees, officials and officers named as additional insured. Any insurance coverage (additional insured or otherwise) that ARAMARK provides for the City, its employees, officials, and officers shall only cover insured liability assumed by ARAMARK in this Agreement; such insurance coverage shall not cover liability in connection with or arising out of the wrongful or negligent acts or omissions of the City, its employees, officials or officers. Certificates of insurance for all required insurance shall be filed with the City at or before ARAMARK executes this Agreement. The City may, at any time during the term of this Agreement, reasonably increase or decrease the amounts of insurance coverage, or types of insurance coverage, required herein by giving thirty (30) days written notice to ARAMARK.

- **Commercial General Liability.** ARAMARK shall maintain for the full term of this Agreement commercial general liability insurance, including contractual liability, personal injury liability, products and completed operations, with minimum limits of \$1,000,000.00 and \$500,000.00 per occurrence for property damage.
- **Liquor Liability.** Liquor liability insurance shall be in the base amount of coverage at \$500,000.00 per occurrence.

In the event that Arizona liquor laws are repealed or modified by legislative act or declared unconstitutional or otherwise challenged successfully, such that these statutory sections are rendered ineffective in that they fail to achieve their essential purpose of establishing absolute immunity from such suits, claims and demands against the municipality which permits alcohol beverages to be sold and served by ARAMARK operating in the manner as set forth in this Agreement, sales and furnishing of alcohol beverages must immediately cease pending agreement by the parties on required insurance coverage for liquor liability. The statutes shall be deemed to be successfully challenged if a court of competent jurisdiction has made a final ruling or determination that, if unreversed or unmodified, renders the provisions of the stated sections ineffective in achieving their essential purpose.

- **Workers Compensation & Occupational Diseases.** Statutory limits for Arizona.



Request for City Council Action

Title:	Occupational Health Services Bid Contract		
Meeting Date:	June 10, 2015	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input type="checkbox"/> New Business <input checked="" type="checkbox"/> Other Bid	Action:	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	HR/Risk Management	Supporting Documents:	Bid and Professional Service Agreement
Prepared By:	Human Resources Administrator	Presented By:	City Manager
Reviewed By:	City Manager	Approved By:	City Manager
Proposed Action:	Occupational Health Services bid award to Encompass Health Services		

BACKGROUND: The City received on bid for Occupational Health Services from Encompass Health Services. The bid includes DOT, Non DOT 5 panel and Non DOT testing (rapid), MRO Consultation, Non DOT Approved Alcohol Testing, Random Selection Cost, Hepatitis A, B, B Antibody Testing, B Antigen, TB Skin Testing, Tetanus Shot, CDL, Police and Fire Physicals and Fluid Exposure Training/Orientation. The prices are competitive.

ATTACHMENT(S): Occupational Health Services Bid from Encompass Health Services.

FISCAL IMPACT: This cost of occupational health services is budgeted in Human Resources line item 10-441-2816 Risk Management.

SUGGESTED MOTION(S): Motion to award Occupational Health Services bid to Encompass Health Services.



ENCOMPASS HEALTH SERVICES

Behavioral · Medical · Psychiatric · Chiropractic

Administrative/
Outpatient Office
P.O. Box 790
463 S. Lake Powell Blvd
Page AZ 86040
(928) 645-5113
FAX (928) 645-3254

Fredonia
Outpatient Office
P.O. Box 522
170 N. Main Street
Fredonia AZ 86022
(928) 643-7230
FAX (928) 643-7988

Littlefield
Outpatient Office
P.O. Box 813
4103 E. Fleet Ste 100
Littlefield AZ 86432
(928) 347-4566
FAX (928) 347-5174

Rural Substance Abuse
Transitional Agency
P.O. Box 790
32 N. 10th Ste S
Page AZ 86040
(928) 645-2966
FAX (928) 645-3254

Liberty House
Drop-in Center
P.O. Box 790
5 S. Lake Powell Blvd, Ste 3
Page AZ 86040
(928) 645-4906
FAX (928) 645-3254

Medical Center
P.O. Box 790
463 S. Lake Powell Blvd
Page AZ 86040
(928) 645-0945
FAX (928) 645-2364

May 14, 2015

City of Page
Office of the City Clerk
697 Vista Avenue
Page, AZ. 86040

Re: Encompass Health Services

Dear City Clerk:

Please find enclosed our bid to provide occupational health services to the City of Page for employees and prospective employees. Thank you for considering our proposal. If you have any questions I can be reached at (928)645-5113 x212 Thank you again.

Sincerely,

Michele Axlund

Chief Operating Officer

BID SHEET

NAME OF HEALTH CARE PROVIDER Encompass Health Services

1. Are you a qualified Health Care Provider in the State of Arizona?

Yes No (Please attach supporting documentation.)

2. Is your company Local Regional National
or International.

3. State the location of the office from which the work is to be done.

463 S. Lake Powell Blvd. Page, AZ 86010

4. COST BREAKDOWN (This is cost per employee)

	YOUR FEE	LAB FEE
DOT 5 Panel Testing	<u>25.-</u>	<u>17.-</u>
Non DOT 5 Panel Testing (rapid)	<u>20.-</u>	<u>N/A</u>
Non-DOT 5 Panel	<u>20.-</u>	<u>12.50.-</u>
MRO Consultation	<u>0^{ma}</u>	<u>7.00</u>
DOT Approved Alcohol Testing	<u>25.-</u>	<u>0^{ma}</u>
Non-DOT Alcohol Testing	<u>15.-</u>	<u>0</u>
Random Selection Cost	<u>25.-</u>	<u>0</u>
Hepatitis A (each shot)	<u>90.-</u>	<u>0</u>
Hepatitis B (each shot)	<u>90.-</u>	<u>0</u>
Hepatitis B Antibody Testing	<u>25.-</u>	<u></u>
Hepatitis B Antigen	<u>25.-</u>	<u></u>
Fluid Exposure Training/Orientation	<u>50.- an hr.</u>	<u>n/a</u>
TB Skin Testing	<u>25.-</u>	<u></u>
CDL Physicals	<u>100.-</u>	<u></u>

Tetanus Shot	<u>40.-</u>	<u>Ø</u>
Police Department Physicals	<u>100.-</u>	<u>Ø</u>
Fire Department Physicals	<u>100.-</u>	<u>Ø</u>

5. State the testing method to be used for non-DOT alcohol testing. _____

saliva alcohol point of collection or breathalyzer

6. Please state how you will provide 24 hour service to the City of Page for alcohol and drug testing. Encompass provides 24 hour crisis

coverage. crisis worker will contact medical staff to provide alcohol and drug testing when the office is closed.

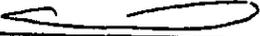
7. State the name of the laboratory which you propose to use.

Lab Corp

(Please submit supporting documentation of the laboratory's certification, ie: SAMHSA, NIDA, Department of Health, College of American Pathologists, etc.)

Michele Axlund
Name of Person Submitting Proposal

929-645-5113
Phone Number


Signature

5-14-15
Date

Mission/Purpose:

The purpose of Encompass Health Services, Inc. is to administer and provide quality healthcare programs and services throughout the identified service area in such a manner that meets the needs of our constituency. Our mission is to deliver behavioral health and medical services in a convenient, timely, effective and compassionate manner. Our team is committed to providing an integrated system of cohesive, personalized patient-centered care by embracing the "medical home" treatment philosophy in both the mental health/substance abuse and primary care settings.

Integrated Team Includes: Medical Doctors specializing in family practice and Psychiatry, Physician Assistants, Chiropractor, Registered Nurses, Registered Medical Assistants, Social Workers, Professional Counselors, Case Managers, Employment Specialists, and Administrative support.

Medical Facility: Located at 463 S. Lake Powell Blvd, Page, AZ. 86040

928-645-0945 Hours: Monday-Friday 7:15am-5:00pm

**Behavioral Health Crisis Staff can be reached when our office is closed and page out a medical staff member to insure contract requirements are met.

Services: Encompass staff have been providing medical services in our community for many years. Our experienced staff is well versed in employment physicals, Tb testing, drug Testing, laboratory testing, trainings and shots as well as workman compensation. We understand and value our patient's time. We strive to deliver on time quality healthcare that meets the needs of our community. Our facility is equipped with state of the art equipment to interface with laboratories, send prescriptions electronically to pharmacies, as well as laboratory testing devices for in house testing.

Encompass Medical Center -Medical Staff

Michael Demangone, MD Chief Medical Officer: Dr. Demangone obtained his B.S. in Premedicine with Distinction from Pennsylvania State University, and then went on to graduate from the Jefferson Medical College of Thomas Jefferson University. He completed his residency at the St. Margaret Memorial Hospital Family Practice Program in Pittsburgh. Dr. Demangone has provided medical care for the citizens of Page and surrounding areas for over 17 years in primary care and the emergency room, and looks forward to remaining available for the community.

Scott Sadler, PA-C: A graduate of Cuyahoga College in Cleveland, Ohio, Scott has been providing medical services since 1997. He is a member of the American Academy of Physician Assistants and the Arizona State Association of Physician Assistants.

Barbara (Bee) Valvo, FNP: A graduate of Northern Arizona University in Flagstaff. Prior to receiving her Family Nurse Practitioner degree, Barbara worked as a nurse for over 20 years at Flagstaff Medical Center, the Coconino County Jail and North Country Health Center. Barbara is an expert witness for forensic examination and evidence collection for individuals who have been sexually assaulted.

Melisa Serventi, Director of Nursing RN: Melisa received her BA in Nursing from NAU in Flagstaff and has been in the nursing field for 16 years. Melisa has airborne training, flight nurse training and served as a surgical nurse and Captain in the U.S. Army Nurse Corps. She is certified in ACLS, NRP and PALS.

Patricia Kent, RN: Patricia received her AA from North Mohave Community College in nursing. She has been in the medical field for over six years working at Lake Powell Medical Center.

Michelle Zavala, RMA: Michelle is a Registered Medical Assistant with over 7 years of laboratory experience. She is a certified collector, phlebotomist and certified in injections.

Alexis Cordsen, Jodi Lister, Corrine Edwards, Registered Medical Assistance. They have all passed a national test for their certification. They all have a wealth of experience working in the primary care field.

Mike Moore (DC): Board certified in 1992, Chiropractor Dr. Mike Moore completed his pre-chiropractic studies at Glendale Community College and ASU. Mike received his Doctorate of Chiropractic at Palmer College of Chiropractic in Davenport, IA. He has been practicing in Page for over 20 years.

PROPERTY OF THE
ARIZONA DEPARTMENT OF HEALTH SERVICES



ENCOMPASS HEALTH SERVICES, INC
463 South Lake Powell Boulevard
Page, Arizona 86040

This facility is licensed to operate as a(n) **OUTPATIENT TREATMENT CENTER**

From: May 1, 2015

To: April 30, 2016

Issued: March 5, 2015


Recommended by: **Connie Belden, RN**
Bureau Chief

License: OTC5097


Issued By: **Cara Christ, MD**
Assistant Director

HEALTH AND WELLNESS FOR ALL ARIZONANS

PURSUANT TO A.R.S. §41-1092.11 (A), UPON SUBMITTAL OF A TIMELY AND SUFFICIENT APPLICATION
THIS LICENSE WILL REMAIN IN EFFECT UNTIL REISSUED OR REVOKED
TO BE FRAMED AND DISPLAYED IN A CONSPICUOUS PLACE

CENTERS FOR MEDICARE & MEDICAID SERVICES
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS

CERTIFICATE OF WAIVER

LABORATORY NAME AND ADDRESS
ENCOMPASS MEDICAL CENTER
463-A S LAKE POWELL BLVD
PAGE, AZ 86040

CLIA ID NUMBER
03D2024710

EFFECTIVE DATE
05/23/2015

LABORATORY DIRECTOR
MICHAEL J DEMANGONE M.D.

EXPIRATION DATE
05/22/2017

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.



Karen W. Dyer

Karen W. Dyer, Acting Director
Division of Laboratory Services
Survey and Certification Group
Center for Clinical Standards and Quality

1718 Certs1_042815

- If this is a Certificate of Registration, it represents only the enrollment of the laboratory in the CLIA program and does not indicate a Federal certification of compliance with other CLIA requirements. The laboratory is permitted to begin testing upon receipt of this certificate, but is not determined to be in compliance until a survey is successfully completed.
- If this is a Certificate for Provider-Performed Microscopy Procedures, it certifies the laboratory to perform only those laboratory procedures that have been specified as provider-performed microscopy procedures and, if applicable, examinations or procedures that have been approved as waived tests by the Department of Health and Human Services.
- If this is a Certificate of Waiver, it certifies the laboratory to perform only examinations or procedures that have been approved as waived tests by the Department of Health and Human Services.

FOR MORE INFORMATION ABOUT CLIA, VISIT OUR WEBSITE AT WWW.CMS.GOV/CLIA
OR CONTACT YOUR LOCAL STATE AGENCY. PLEASE SEE THE REVERSE FOR
YOUR STATE AGENCY'S ADDRESS AND PHONE NUMBER.
PLEASE CONTACT YOUR STATE AGENCY FOR ANY CHANGES TO YOUR CURRENT CERTIFICATE.

PROFESSIONAL SERVICES AGREEMENT FOR OCCUPATIONAL HEALTH SERVICES

THIS AGREEMENT is made effective as of July 1, 2015, by and between the City of Page, a municipal corporation organized and existing under the laws of the State of Arizona (hereinafter "City, and Encompass Health Services, Inc., an Arizona Corporation (hereinafter "Encompass").

WITNESSETH:

WHEREAS, the City published a Request for Bids for various occupational health services; and

WHEREAS, Encompass submitted a responsive and responsible bid, acceptable to the City of Page.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements hereinafter set forth, it is agreed by and between the parties hereto as follows:

1. Contract Documents. The following documents are hereby incorporated by reference into this agreement: (a) City of Page Request for Bids for Occupational Health Services (b) Encompass Bid Sheet and Submission. These documents are essential parts of this agreement, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complimentary and to describe and provide for a complete work. Encompass agrees to be bound by all terms, conditions, covenants, and obligations in the documents as if each were again fully set forth verbatim herein.
2. Invoices. All outstanding invoices shall be reconciled with the City of Page within 45 days.
3. Term. This agreement shall commence on the 1st day of July 2015, and expire the 30th day of June 2016, unless terminated as provided herein.
4. Termination. Either party may terminate this agreement with or without cause upon thirty days written notice without penalty, further obligation or liability.
5. Entire Agreement. No verbal statements or conversation between the parties hereto or their representatives, whether the same shall have been implied or direct, occurring either before or after the execution of this Agreement, shall be construed as having any bearing or effect upon this Agreement or any portion hereof, it being understood that this written Agreement evidences a complete agreement between parties hereto. This Agreement may not be changed, modified, or rescinded except in writing, signed by all parties hereto.
6. Provisions Required by Law. All applicable Federal, State and local laws, rules and regulations of all authorities having jurisdiction over the subject matter of this agreement shall apply throughout, and shall be deemed to be included in the agreement the same as if each were fully set forth verbatim herein. Encompass shall be familiar with and at all times shall observe said laws, rules and regulations.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates set for the below.

City of Page
An Arizona municipal corporation

Encompass Health Services, Inc:

By: _____

By: _____

Date: _____

Date: _____

Attested:

Approved as to Form:

City Clerk

City Attorney